



WILLIAM T FUJIOKA  
Chief Executive Officer

County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

November 12, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACT WITH PACIFIC TOXICOLOGY LABORATORIES,  
DOING BUSINESS AS FORENSIC TOXICOLOGY ASSOCIATES,  
FOR FORENSIC TOXICOLOGY SERVICES  
ALL DISTRICTS  
(3 VOTES)**

**SUBJECT**

The Chief Executive Officer recommends that the Board of Supervisors approve a Contract with Pacific Toxicology Laboratories, doing business as Forensic Toxicology Associates, for the provision of forensic toxicology services involving drug and alcohol related cases for the County of Los Angeles indigent defense program.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chairman to sign the attached Contract for forensic toxicology services with Forensic Toxicology Associates, commencing upon the date of approval by the Board or December 12, 2013, whichever is later, and terminating on December 11, 2016, with two one-year renewal options and six month-to-month extensions, for a Maximum Annual Contract Sum not to exceed \$385,000 and a total Maximum Contract Sum not to exceed \$2,117,500 for the term of the Contract, including all options and extensions.
2. Authorize the Chief Executive Officer, or designee, to approve and execute amendments to the Contract for forensic toxicology services that exercise the two one-year renewal option periods and six month-to-month extensions and/or approve Cost of Living Adjustments authorized under the Contract for forensic toxicology services during the one-year renewal option periods upon approval as to form by County Counsel.

3. Authorize the Chief Executive Officer, or designee, to approve and execute amendments to the Contract for forensic toxicology services for: 1) non-material changes; 2) modifications related to assignments of the Contract for forensic toxicology services pursuant to Sub-paragraph 8.2.1 of the Contract for forensic toxicology services; 3) additions and/or changes to certain County of Los Angeles standard terms and conditions as required by the Board of Supervisors or its designee; 4) the addition of tests and services not currently contemplated in the Contract for forensic toxicology services at the rates set forth in the contractor's published fee schedule and/or cost catalog; and 5) additional work within the scope of services or to accommodate any unanticipated increase in units of service, provided that sufficient funding is available and such additional work or increase in units of service do not increase the Maximum Contract Sum by more than ten percent for the term of the Contract, upon approval as to form by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to provide as-needed forensic toxicology services for the County of Los Angeles (County) and to replace the existing contract with Forensic Toxicology Associates (FTA), which is set to expire on December 11, 2013. Under the Lockyer-Isenberg Trial Court Funding Act of 1997, Assembly Bill (AB) 233, the County is responsible for the indigent defense program. Indigent defendants are entitled to have defense counsel appointed to represent them in criminal cases. Concomitant to the right of counsel, indigent defendants are also entitled to forensic toxicology services of an expert necessary to the preparation of their cases. The need for forensic toxicology services arise in the following type of cases, including but not limited to violations of: 1) being under the influence of controlled substances; 2) driving while under the influence of alcohol and/or drugs; 3) possession of controlled substances; and 4) being under the influence of alcohol and/or drugs.

The recommended actions are a result of a competitive bid proposal process. The recommended Contract will commence December 12, 2013, or on the date of approval by the Board, whichever is later, and will terminate on December 11, 2016, with two one-year renewal options and six month-to-month extensions.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the Countywide Strategic Plan Goal 1 - Operational Effectiveness: Allowing continuous services to indigent defendants who are entitled to have defense counsel appointed to represent them in criminal cases, along with services needed to prepare for their defense; and Countywide Strategic Plan Goal 2 - Fiscal Responsibility: Providing for a single vendor to serve all court locations at fixed reimbursement rates that are consistent with the funding level included in the Fiscal Year (FY) 2013-14 Trial Court Operations Final Adopted Budget.

### **Strategic Asset Management Principles Compliance**

Not applicable.

### **FISCAL IMPACT/FINANCING**

The Maximum Annual Contract Sum shall not exceed \$385,000. The total Maximum Contract Sum shall not exceed \$2,117,500 for the term of the Contract, including all options and extensions. The Contract provides for compensation based on the number of samples tested and the test conducted.

As set forth on Exhibit B, Pricing Sheet, of the Contract, the required testing services range from approximately \$54 to \$2640.

Sufficient funds are provided in the FY 2013-14 Trial Court Operations Final Adopted Budget to finance the contract payments, and future annual funding will be included in subsequent FY budgets.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In 1988, the Auditor-Controller recommended that the County establish a contract for as-needed forensic toxicology services to provide court appointed drug and alcohol testing services under the indigent defense program. The County has continuously contracted for these services since 1988. The Chief Executive Office (CEO) currently contracts for forensic toxicology services under existing Contract No. 76858, which was approved by the Board on December 2, 2008. This existing contract is scheduled to expire on December 11, 2013. The recommended Contract will provide continued forensic toxicology services to the County.

The contractor's services are initiated by the issuance of a Court Order appointing the contractor to a particular case. Pursuant to the Contract, the contractor shall be responsible for serving the Court Order to the appropriate law enforcement agency in the County within three business days of a request by defense counsel, obtaining fresh urine samples from indigent defendants from any Superior Court in the County on the date requested by defense counsel, and testing all samples for drugs and/or alcohol. The contractor shall also be responsible for storing the tested samples for the specified period of time and preparing and delivering written reports of the results to defense counsel within two weeks of pick-up. Additionally, the contractor shall provide copies of case files and bench notes to defense counsel on request, provide expert court testimony when necessary, and maintain confidentiality.

Because these services are as-needed, the CEO or designee seeks delegated authority to increase the Maximum Contract Sum by no more than ten percent for the term of the Contract, if necessary, due to the need for additional work within the scope of services or to accommodate any unanticipated increase in units of service, provided that sufficient funding is available.

It has been determined that the provision of services by FTA under the Contract is not subject to Proposition A guidelines set forth in Los Angeles County Code Section 2.121, in that the forensic toxicology services are required intermittently on an as-needed basis. As such, the Contract is exempt from the requirements of the Living Wage Program under Los Angeles County Code Section 2.201.

The Contract includes all required Board contract provisions and has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

Not applicable.

### **CONTRACTING PROCESS**

On March 28, 2013, the CEO released a Request for Proposals (RFP) for forensic toxicology services, posting the solicitation and contracting opportunity announcement on the County's "Doing

Business With Us" web site. Notice of the RFP was also sent by electronic mail to a combined total of 447 vendors registered with the County under the commodity class Human Services, sub-class Alcohol and Drug Testing Services; commodity class Testing and Calibration Services, sub-classes Testing Services – Biological and Testing Services – Chemical; and commodity class Miscellaneous Professional Services, sub-class Laboratory and Field Testing Services.

The CEO received one proposal by the May 16, 2013, deadline. The proposal submitted by FTA was reviewed using an initial screening on a pass/fail basis to determine if the proposal met the minimum requirements. The initial screening was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. Additionally, the proposal was evaluated and scored using a standard evaluation tool and rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; exceptions to terms and conditions of sample contract and/or requirements of the statement of work; and cost. The proposal was further evaluated by reviewing available resources to assess FTA's past performance history. Based on the evaluation of the proposal, FTA is being recommended because their proposal was responsive and deemed beneficial to the County based on their planned level of service and capability.

On final analysis and consideration of the award, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

The Contract includes a Cost of Living Adjustment (COLA) provision in accordance with Board Policy 5.070. The COLA language in the Contract allows for a COLA increase at the sole discretion of the County during the one-year option periods, if the option years are exercised by the County.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will fulfill the County's obligation under AB 233 (Chapter 850, Statutes of 1997) to provide indigent defendants with expert services necessary to prepare for their cases.

#### **CONCLUSION**

Authorize the Executive Office of the Board to return two adopted copies of this Board letter and two executed copies of the Contract to the CEO, Public Safety Cluster, attention Dennis Conte.

The Honorable Board of Supervisors

11/12/2013

Page 5

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a long horizontal line extending to the right.

WILLIAM T FUJIOKA

Chief Executive Officer

WTF:GAM:SW

DC:cc

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Alternate Public Defender  
Auditor-Controller  
Public Defender  
Superior Court



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**PACIFIC TOXICOLOGY LABORATORIES dba  
FORENSIC TOXICOLOGY ASSOCIATES (FTA)**

**FOR**

**FORENSIC TOXICOLOGY SERVICES**

**CONTRACT  
FOR  
FORENSIC TOXICOLOGY SERVICES  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
<b>RECITALS .....</b>		<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS .....</b>		<b>1</b>
<b>2.0 DEFINITIONS .....</b>		<b>3</b>
<b>3.0 WORK .....</b>		<b>7</b>
<b>4.0 TERM OF CONTRACT .....</b>		<b>7</b>
<b>5.0 CONTRACT SUM .....</b>		<b>8</b>
<b>6.0 ADMINISTRATION OF CONTRACT- COUNTY .....</b>		<b>11</b>
6.1	COUNTY'S PROGRAM DIRECTOR .....	11
6.2	COUNTY'S PROGRAM MANAGER .....	11
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR .....</b>		<b>12</b>
7.1	CONTRACTOR'S PROJECT MANAGER .....	12
7.2	APPROVAL OF CONTRACTOR'S STAFF .....	12
7.3	CONTRACTOR'S STAFF IDENTIFICATION .....	12
7.4	BACKGROUND AND SECURITY INVESTIGATIONS .....	12
7.5	CONFIDENTIALITY .....	14
<b>8.0 STANDARD TERMS AND CONDITIONS .....</b>		<b>17</b>
8.1	AMENDMENTS .....	17
8.2	ASSIGNMENT AND DELEGATION .....	18
8.3	AUTHORIZATION WARRANTY .....	18
8.4	BUDGET REDUCTIONS .....	19
8.5	COMPLAINTS .....	19
8.6	COMPLIANCE WITH APPLICABLE LAW .....	20
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS .....	21
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM .....	21
8.9	CONFLICT OF INTEREST .....	23
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST .....	23
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS .....	23
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	24

# CONTRACT FOR FORENSIC TOXICOLOGY SERVICES TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW .....	26
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	27
8.15	COUNTY'S QUALITY ASSURANCE PLAN .....	27
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS .....	28
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION .....	28
8.18	FACSIMILE REPRESENTATIONS .....	29
8.19	FAIR LABOR STANDARDS .....	29
8.20	FORCE MAJEURE .....	29
8.21	GOVERNING LAW, JURISDICTION, AND VENUE .....	30
8.22	INDEPENDENT CONTRACTOR STATUS .....	30
8.23	INDEMNIFICATION .....	31
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE .....	31
8.25	INSURANCE COVERAGE .....	36
8.26	LIQUIDATED DAMAGES .....	37
8.27	MOST FAVORED PUBLIC ENTITY .....	38
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION .....	38
8.29	NON EXCLUSIVITY .....	40
8.30	NOTICE OF DELAYS .....	40
8.31	NOTICE OF DISPUTES .....	40
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	40
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	40
8.34	NOTICES .....	41
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	41
8.36	PUBLIC RECORDS ACT .....	41
8.37	PUBLICITY .....	42
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	42



**CONTRACT  
FOR  
FORENSIC TOXICOLOGY SERVICES  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
8.39	RECYCLED BOND PAPER .....	44
8.40	SUBCONTRACTING .....	44
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	45
8.42	TERMINATION FOR CONVENIENCE .....	45
8.43	TERMINATION FOR DEFAULT .....	46
8.44	TERMINATION FOR IMPROPER CONSIDERATION .....	47
8.45	TERMINATION FOR INSOLVENCY .....	48
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	49
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS .....	49
8.48	VALIDITY .....	49
8.49	WAIVER .....	49
8.50	WARRANTY AGAINST CONTINGENT FEES .....	50
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	50
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	50
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS .....</b>	<b>51</b>
9.1	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) .....	51
9.2	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM .....	51
9.3	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT .....	52
9.4	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION .....	53
9.5	USE OF COUNTY AND SUPERIOR COURT SEAL AND LOGO .....	54
	<b>SIGNATURES .....</b>	<b>55</b>

**CONTRACT  
FOR  
FORENSIC TOXICOLOGY SERVICES  
TABLE OF CONTENTS**

**EXHIBITS**

**A     STATEMENT OF WORK**

**TECHNICAL EXHIBITS**

**A-1    CONTRACT DISCREPANCY REPORT**

**A-2    PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

**A-3    PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

**A-4    CONFIDENTIALITY OF CORI INFORMATION**

**A-5    COURT LOCATIONS**

**A-6    SAMPLE COURT ORDER – CRIM 059**

**A-7    REQUIRED TESTS/SERVICES**

**B     PRICING SHEET**

**C     INTENTIONALLY OMITTED**

**D     CONTRACTOR'S EEO CERTIFICATION**

**E     COUNTY'S ADMINISTRATION**

**F     CONTRACTOR'S ADMINISTRATION**

**G1    CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT**

**G2    CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT**

**H     JURY SERVICE ORDINANCE**

**I     SAFELY SURRENDERED BABY LAW**

**J     BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE  
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

**CONTRACT  
BY AND BETWEEN  
  
COUNTY OF LOS ANGELES  
  
AND  
  
PACIFIC TOXICOLOGY LABORATORIES dba  
FORENSIC TOXICOLOGY ASSOCIATES (FTA)  
  
FOR  
  
FORENSIC TOXICOLOGY SERVICES**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the County of Los Angeles, hereinafter referred to as County, and Pacific Toxicology Laboratories dba Forensic Toxicology Associates, hereinafter referred to as Contractor, which is located at 9348 De Soto Avenue, Chatsworth, CA 91311.

**RECITALS**

**WHEREAS**, the County may contract with private businesses for Forensic Toxicology Services when certain requirements are met; and

**WHEREAS**, the Contractor is a private firm specializing in providing Forensic Toxicology Services; and

**WHEREAS**, the County is authorized under California Government Code Section 31000 to enter into contracts for such special services; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

1.1 EXHIBIT A - Statement of Work

TECHNICAL EXHIBITS

A-1 Contract Discrepancy Report

A-2 Performance Requirements Summary (PRS)

A-3 Performance Requirements Summary (PRS) Chart

A-4 Confidentiality of CORI Information

A-5 Court Locations

A-6 Sample Court Order – CRIM 059

A-7 Required Tests/Services

1.2 EXHIBIT B - Pricing Sheet

1.3 EXHIBIT C - Intentionally Omitted

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G1 - Contractor Employee Acknowledgement and Confidentiality Agreement

1.8 EXHIBIT G2 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement

1.9 EXHIBIT H - Jury Service Ordinance

1.10 EXHIBIT I - Safely Surrendered Baby Law

1.11 EXHIBIT J - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1, Amendments, of this Contract and signed by both parties.

References in this Contract to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Contract, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Acceptable Quality Level or AQL:** As used herein, the term "Acceptable Quality Level" or "AQL" shall be a measure to express the leeway or variance from a performance standard before the County can apply damages as specified in Exhibit A, Statement of Work, Technical Exhibit A-3, Performance Requirements Summary Chart, of this Contract. An AQL does not imply that the Contractor may knowingly perform in a defective way. It implies that the County recognizes defective performance sometimes happens unintentionally. It is required that the Contractor corrects all defects whenever possible. A variance from the AQL can result in a credit to the County against the monthly charge for the Contractor's service.
- 2.2 **Chain of Custody:** As used herein, the term "Chain of Custody" shall be a system of describing the steps to assure the integrity and identity of a sample analyzed by the Contractor's laboratory.
- 2.3 **Consultation:** As used herein, the term "Consultation" shall include questions regarding and information concerning drug and/or alcohol metabolism and possible sources of positive drug and/or alcohol results and related information.
- 2.4 **Contract:** As used herein, the term "Contract" shall be this agreement executed by and between County and Contractor, which sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work, of this Contract.
- 2.5 **Contract Discrepancy Report or CDR:** As used herein, the terms "Contract Discrepancy Report" or "CDR" (Exhibit A, Statement of Work, Technical Exhibit A-1, Contract Discrepancy Report (CDR), of this Contract) shall mean a report prepared by the County Program Manager to inform the Contractor of faulty service. The CDR shall be used by the County Program

Manager to record Contract information regarding discrepancies or problems with the Contractor's performance. The CDR requires a response from the Contractor within ten (10) days or as otherwise specified by the County Program Manager, explaining the problem, outlining the remedial action(s) being taken to resolve the problem and how recurrence of the problem will be prevented.

- 2.6 **Contractor:** As used herein, the term "Contractor" shall mean the sole proprietor, partnership, or corporation described in the preamble of this Contract that has entered into this Contract with the County to perform or execute the work covered by Exhibit A, Statement of Work, of this Contract and elsewhere hereunder.
- 2.7 **Contractor Project Manager:** As used herein, the term "Contractor Project Manager" shall mean the individual designated by the Contractor to administer the Contract operations for the Contractor after the Contract award, as further described in Paragraph 7.1, Contractor Project Manager, of this Contract.
- 2.8 **County:** As used herein, the term "County" shall be the County of Los Angeles, as further described in the preamble of this Contract.
- 2.9 **County Program Director:** As used herein, the term "County Program Director" shall mean the person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Program Manager, as further described in Paragraph 6.1, County Program Director, of this Contract.
- 2.10 **County Program Manager:** As used herein, the term "County Program Manager" shall mean the person designated by the County Program Director to manage the operations under this Contract, who shall be responsible for overseeing the day to day activities of this Contract and has responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor, as further described in Paragraph 6.2, County Program Manager, of this Contract.
- 2.11 **Court:** As used herein, the term "Court" shall mean the Superior Court of California, County of Los Angeles.
- 2.12 **Court Order:** As used herein, the term "Court Order" shall mean a request and authorization form (Order Appointing and Order for Payment To) completed by Defense Counsel(s) and approved by the Court to allow Contractor to perform services in accordance with Exhibit A, Statement of Work, of this Contract. This is also referred to as the CRIM 059 form (Technical Exhibit A-6, Sample

Court Order, to Exhibit A, Statement of Work, of this Contract). Contractor shall be responsible for developing, maintaining and, as needed, updating the CRIM 059 form, subject to the approval by the Court and the County.

- 2.13 **Day(s):** As used herein, the term "days" shall mean a calendar day(s) unless otherwise specified.
- 2.14 **Defense Counsel:** As used herein, the term "Defense Counsel" shall include all attorneys appointed by the Court to represent the indigent defendant, including Public Defender, Alternate Public Defender, or a private attorney appointed under authority of California Penal Code Section 987.2.
- 2.15 **Enforcement:** As used herein, the term "Enforcement" shall mean the enforcement of this Contract, on behalf of the County, by the County Program Manager and those officers and employees of the County and the Court having duties in connection with the administration thereof. In the event the County commences legal proceedings for the Enforcement of this Contract, the Contractor agrees to pay any sum, which may be awarded to the County and by the court for attorney's fees and costs incurred in the action brought.
- 2.16 **Fiscal Year:** As used herein, the term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.17 **Fresh Sample:** As used herein, the term "Fresh Sample" shall be a situation where Defense Counsel wants the laboratory to analyze a urine sample taken directly from the indigent defendant. Fresh samples include cases where the indigent defendant has allegedly violated California Health and Safety Code Sections 11550 and 23152 and California Penal Code Section 647F (drugs) and a sample can be obtained within seventy-two (72) hours of the indigent defendant's arrest.
- 2.18 **Juvenile Records:** As used herein, the term "Juvenile Records" shall mean personal and social history including criminal information of juvenile offenders. The records include legal documents and other information, which are confidential. The information shall not be discussed with or disclosed to unauthorized persons as defined by the County.
- 2.19 **Maximum Annual Contract Sum:** As used herein, the term "Maximum Annual Contract Sum" shall have the meaning set forth in Sub-Paragraph 5.1.2 of this Contract.

- 2.20 **Maximum Contract Sum:** As used herein, the term "Maximum Contract Sum" shall have the meaning set forth in Sub-Paragraph 5.1.1 of this Contract.
- 2.21 **Performance Requirements Summary or PRS:** As used herein, the terms "Performance Requirements Summary" or "PRS" shall mean the statement that identifies the key performance indicators of this Contract which will be evaluated by the County to insure Contract performance standards are met by the Contractor. (Refer to Exhibit A, Statement of Work, Technical Exhibit A-2, Performance Requirements Summary (PRS), and Technical Exhibit A-3, PRS Chart, of this Contract).
- 2.22 **Quality Control Program:** As used herein, the term "Quality Control Program" shall mean all necessary measures taken by the Contractor to assure that the quality of service will meet the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in Exhibit A, Statement of Work, Technical Exhibit A-2, Performance Requirements Summary (PRS), and Technical Exhibit A-3, PRS Chart, of this Contract.
- 2.23 **Salted Samples:** As used herein, the term "Salted Sample" shall be a "test" or "blind" sample sent to Contractor for the purpose of determining the quality of analysis service being provided to County by Contractor.
- 2.24 **Split Sample:** As used herein, the term "Split Sample" shall be a situation where the arresting agency has obtained a blood or urine sample from the defendant or has seized an object, i.e., cigarette, pills, etc., from the indigent defendant at the time of arrest and Defense Counsel wants a portion of that sample in order that an independent laboratory may analyze it. Split samples will be made available at the Los Angeles Police Department's criminalistic laboratory, the Los Angeles County Sheriffs' criminalistic laboratory, and other law enforcement agency laboratories within the County of Los Angeles, as required.
- 2.25 **Subcontractor:** As used herein, the term "Subcontractor" shall mean a sole proprietor, partnership, or corporation hired by the Contractor and approved by County to perform any work covered by Exhibit A, Statement of Work, of this Contract.
- 2.26 **User Complaint Report or UCR:** As used herein, the terms "User Complaint Report" or "UCR" shall mean a report prepared by County or Court personnel in order to inform the County Program



Manager of incidents involving faulty performance by the Contractor.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall commence upon execution by the County Board of Supervisors (Board) or on December 12, 2013, whatever is later, and shall terminate on December 11, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this term of this Contract for up to two (2) additional one-year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Chief Executive Officer (CEO) or designee as authorized by the Board in accordance with Paragraph 8.1, Amendments, of this Contract.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor shall notify the Chief Executive Office when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County Program Manager at the address herein provided in Exhibit E, County's Administration, of this Contract.

## **5.0 CONTRACT SUM**

### **5.1 Maximum Contract Sums and Rates**

5.1.1 The Maximum Contract Sum shall be the total monetary amount payable by the County to the Contractor for the provision of as-needed forensic toxicology services under this Contract for the term of the Agreement, including all options and extensions, which shall not exceed Two Million, One Hundred Seventeen Thousand, Five Hundred Dollars and Zero Cents (\$2,117,500.00).

5.1.2 The Maximum Annual Contract Sum shall be the total monetary amount payable per Contract year by the County to the Contractor for the provision of as-needed forensic toxicology services under this Contract, inclusive of all taxes, which shall not exceed Three Hundred Eighty Five Thousand Dollars and Zero Cents (\$385,000.00) per Contract year.

5.1.3 The Contractor shall provide all work under this Contract and shall be paid at the rates set forth in Exhibit B, Pricing Sheet, of this Contract.

5.1.4 County shall have no obligation for payment of fees or any work performed by the Contractor except for the work expressly authorized pursuant to the Contract.

5.1.5 In no event shall the Contractor be entitled to compensation exceeding the Maximum Contract Sum, Maximum Annual Contract Sum, or the rates set forth in Exhibit B, Pricing Sheet, of this Contract, unless the Contract is amended in writing pursuant to Paragraph 8.1, Amendments, of this Contract.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Chief Executive Office at the address herein provided in Exhibit E, County's Administration, of this Contract.

**5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work, of this Contract and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B, Pricing Sheet, of this Contract, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County or authorized County representative. If the County or authorized County representative does not approve work in writing, then no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B, Pricing Sheet, of this Contract.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A, Statement of Work, of this Contract describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the fifteenth (15<sup>th</sup>) calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Los Angeles Superior Court  
Budget Services Division  
111 North Hill Street, Room 105K  
Los Angeles, CA 90012

**5.5.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager or authorized County representative prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.5.7 Local Small Business Enterprises (SBE) – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

**5.6 Cost of Living Adjustments (COLA's)**

If the County elects in its sole determination to exercise the one-year option periods and if requested by Contractor, the County at its sole discretion may allow for a Cost of Living Adjustment (COLA) increase during the one-year option periods. If requested by the Contractor, the Contract rates set forth on Exhibit B, Pricing Sheet, of this Contract may, at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any COLA. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee

salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the Contractor and CEO or designee.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit E, County's Administration, of this Contract. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County Program Director**

Responsibilities of the County Program Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

#### **6.2 County Program Manager**

The County Program Manager is responsible for overseeing the day-to-day administration and monitoring activities of this Contract. The County Program Manager reports to the County Program Director. The responsibilities of the County Program Manager include:

- meeting with the Contractor Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Project Manager**

- 7.1.1 The Contractor Project Manager is designated in Exhibit F, Contractor's Administration, of this Contract. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager.
- 7.1.2 The Contractor Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County Program Manager on a regular basis.
- 7.1.3 The Contractor Project Manager must have a minimum of two (2) years of experience within the past five (5) years in the area of forensic toxicology services for drug and alcohol-related cases.

### **7.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor Project Manager.

### **7.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, identifying employee by name, physical description and company. Such badge shall be displayed on employee's person when picking up samples and as may be required by the County Program Manager.

### **7.4 Background and Security Investigations**

- 7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to, criminal conviction

information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4.5 Employee Criminal Records, Notice and County Approval  
Contractor shall be responsible for ongoing implementation and monitoring of Sub-paragraphs 7.4.5.1 through 7.4.5.6 of this Contract. On at least a quarterly basis, Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from the County.

7.4.5.1 No personnel employed by Contractor for this Contract having access to County information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this Contract is approved (in writing) by the County.

7.4.5.2 The County reserves the right to conduct a background investigation, in accordance with Sub-paragraph 7.4.1 above, of Contractor's prospective employees prior to employment and further reserves the right to conduct a background

investigation in accordance with Sub-Paragraph 7.4.1 above, of Contractor's employees at any time and to bar such employees from working on this Contract under appropriate circumstances.

- 7.4.5.3 The County reserves the right to preclude the Contractor from employment or continued employment of any individual for this Contract.
- 7.4.5.4 No personnel employed by the Contractor for this Contract shall be on active probation or parole currently or within the last three (3) years.
- 7.4.5.5 Contractor and employees of the Contractor shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.4.5.6 Contractor shall submit the names of employees to the County Program Manager within five (5) business days of the date of hire. The County may schedule appointments to conduct background investigations and/or record checks based on fingerprints of Contractor's employees, and further reserves the right to conduct a background investigation of Contractor's employees at any time in accordance with Sub-paragraph 7.4.1 above.

## **7.5 Confidentiality**

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers,



employees, agents, or subcontractors, to comply with this Paragraph 7.5, Confidentiality, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.5, Confidentiality, shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G1, Contractor Employee Acknowledgment and Confidentiality Agreement, of this Contract.

-AND-

7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2, Contractor Non-Employee Acknowledgment and Confidentiality Agreement, of this Contract.

7.5.6 Confidentiality of Adult and Juvenile Records

By California law (California Welfare and Institutions Code Sections 827 and 828, and California Penal Code Sections 1203.05, 1203.09, and 11140 through 11144), all adult records, Juvenile Records, and information which is in the Contractor's care and possession is confidential, and no information related to any individual is to be in any way relayed to anyone except those authorized employees of the County, Court, and law enforcement agencies.

- 7.5.6.1 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit A, Statement of Work, Technical Exhibit A-4, Confidentiality of CORI Information, of this Contract regarding the confidentiality of the information in adult records and Juvenile Records. Contractor shall forward the signed form to the County Program Manager within five (5) business days of the employee's start of employment.
- 7.5.6.2 Contractor agrees to inform all of its employees, agents, partners, Subcontractors and their employees of Sub-paragraph 7.5.6.1 above and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.
- 7.5.6.3 Contractor shall be responsible for safeguarding all information that it produces or that is received from, produced by or provided by the County and the Court. Contractor shall maintain office/facility security and physical control of all records and information and provide a means of and be responsible for restricting access to confidential records and information to only authorized persons.
- 7.5.6.4 Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law.
- 7.5.6.5 Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in the County's systems or to any safeguard, counter-measure, contingency plan, policy or procedure contemplated or implemented by the County. The provisions of this Sub-paragraph shall survive the expiration or termination of this Contract.
- 7.5.6.6 Contractor's employees shall not reveal the results of any analysis to any person, or discuss

the results of any analysis with any person, except with Defense Counsel or those persons designated by Defense Counsel. The Contractor Project Manager shall immediately notify the County Program Manager of any attempt by unauthorized person(s) to obtain information regarding confidential records.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which does not materially affect the scope of work, term of contract, pricing, payments, or any other term or condition included under this Contract, an Amendment shall be executed by the Chief Executive Officer (CEO) or designee and the Contractor.
- 8.1.2 The Board of Supervisors (Board) or CEO or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of the Contract. County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract shall be executed by the Contractor and the CEO or designee.
- 8.1.3 For any change that materially affects the scope of work, term of contract, pricing, payments, or any other term or condition included under this Contract, an Amendment to this Contract shall be executed by Contractor and the Board.
- 8.1.4 Notwithstanding Sub-paragraph 8.1.3 above, for: 1) any extensions of the term of this Contract as set forth in Sub-paragraph 4.2 above; 2) any COLA adjustments authorized under this Contract during any one-year extensions of the term of this Contract; 3) any modifications related to Contractor's assignment of this Contract pursuant to Sub-paragraph 8.2.1 below; 4) the addition of tests and services not currently contemplated in the Contract at the rates set forth in Contractor's published fee schedule and/or cost catalog; and 5) any additional work within the scope of services of this Contract or to accommodate any unanticipated increase in units of service, provided that sufficient funding is available and such additional work or increase in units of service does not increase the Maximum Contract Sum by more than ten percent (10%) for the term of the Contract; an Amendment to the Contract shall be

prepared and executed by the Contractor and by the CEO or designee.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the Contractor and CEO or designee. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term,

condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

#### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

#### **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County Program Manager within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D, Contractor's EEO Certification, of this Contract.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H, Jury Service Ordinance, of this Contract and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will

receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.



## **8.9 CONFLICT OF INTEREST**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief

Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects

on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for

which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely

Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The County’s Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor’s duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 COUNTY’S QUALITY ASSURANCE PLAN**

8.15.1 The County or its agent will evaluate the Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

8.15.2 The report will include improvement/corrective action measures taken by the County and the Contractor. If

improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1, Amendments, of this Contract and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to

permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or



connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.5, Confidentiality, of this Contract.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required

Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the County Program Manager:

County of Los Angeles Chief Executive Office  
Attention: Dennis Conte  
500 West Temple Street, Room 754  
Los Angeles, CA 90012

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from

sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or

eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## 8.25 INSURANCE COVERAGE

- 8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.25.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of

not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **8.26 LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of the Chief Executive Officer (CEO), or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the CEO, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the CEO, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the CEO, or his/her designee, determines that there are deficiencies in the performance of this Contract that the CEO, or his/her designee, deems are correctable by the Contractor over a certain time span, the CEO, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the CEO, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Statement of Work, Technical Exhibit A-3, Performance Requirements Summary (PRS) Chart, of this Contract, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or(c) Upon giving five (5) business days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the

payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph 8.26, Liquidated Damages, shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification, of this Contract.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment



or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28, Nondiscrimination and Affirmative Action, when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28, Nondiscrimination and Affirmative Action, have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to

California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict Chief Executive Office from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Program Manager and/or County Program Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Program Manager or County Program Director is not able to resolve the dispute, the Chief Executive Officer or designee shall resolve it.

#### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I, Safely Surrendered Baby Law, of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E, County's Administration, and Exhibit F, Contractor's Administration, of this Contract. Addresses may be changed by either party giving ten (10) calendar days prior written notice thereof to the other party. The Chief Executive Officer or designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or

“proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Program Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37, Publicity, shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available

to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) calendar days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38, Records Retention and Inspection/Audit Settlement, shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### 8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### 8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County Program Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval

of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the County Program Manager:

County of Los Angeles Chief Executive Office  
Attention: Dennis Conte  
500 West Temple Street, Room 754  
Los Angeles, CA 90012

before any Subcontractor employee may perform any work hereunder.

#### **8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, of this Contract shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43, Termination for Default, of this Contract and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such

termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) calendar days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38, Record Retention and Inspection/Audit Settlement, of this Contract.

#### **8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar



goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, Termination for Default, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, Termination for Default, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42, Termination for Convenience, of this Contract.

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43, Termination for Default, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 The County may, by written notice to the Contractor,

immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45, Termination for Insolvency, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through this Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.51.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

## **8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, of this Contract shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit J in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit J, Business Associate Agreement Under The Health Insurance Portability And Accountability Act Of 1996 (HIPAA), of this Contract.

### **9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has

been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

### **9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

- 9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor

desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3, Ownership of Materials, Software and Copyright, shall survive the expiration or termination of this Contract.

#### **9.4 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized

disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.5 USE OF COUNTY AND SUPERIOR COURT SEAL AND LOGO**

Contractor shall not use or display the official seal or logo of the County and any of its departments or the Superior Court of California on any of its letterheads or other communications with any business or for any other reason unless each form of usage has prior written approval of the County.



**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES**

**AND**

**PACIFIC TOXICOLOGY LABORATORIES dba  
FORENSIC TOXICOLOGY ASSOCIATES (FTA)**

**FOR**

**FORENSIC TOXICOLOGY SERVICES**

**IN WITNESS WHEREOF**, Contractor has executed this Contract, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mark Ridley-Thomas, Chairman

ATTEST:  
SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

PACIFIC TOXICOLOGY LABORATORIES  
dba FORENSIC TOXICOLOGY ASSOCIATES

By \_\_\_\_\_  
Name Jeff Longthorn  
Title ceo

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
County Counsel

By Michelle [Signature]  
Senior Deputy County Counsel

**EXHIBIT A**

**STATEMENT OF WORK**

**FORENSIC TOXICOLOGY SERVICES**

## TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	GENERAL SCOPE OF WORK .....	1
2.0	ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS .....	1
3.0	QUALITY CONTROL .....	8
4.0	QUALITY ASSURANCE PLAN .....	9
5.0	DEFINITIONS.....	10
6.0	RESPONSIBILITIES .....	10
	<u>COUNTY</u>	
6.1	Personnel .....	10
6.2	Furnished Items.....	11
	<u>CONTRACTOR</u>	
6.3	Contractor Project Manager.....	11
6.4	Personnel .....	12
6.5	Uniforms/Identification Badges .....	12
6.6	Materials and Equipment.....	13
6.7	Training.....	13
6.8	Rules, Regulations, Laws, Ordinances, Codes and Licenses .....	13
6.9	Contractor's Office .....	13
6.10	Work Outside of Scope of Work .....	14
6.11	Approval of Subcontractors .....	14
6.12	Records and Audits .....	14
6.13	Confidentiality .....	14
6.14	Background and Security Investigations.....	15
7.0	HOURS/DAYS OF OPERATION.....	15
8.0	INTENTIONALLY OMITTED .....	15
9.0	INTENTIONALLY OMITTED .....	15
10.0	INTENTIONALLY OMITTED .....	15
11.0	GREEN INITIATIVES .....	15
12.0	PERFORMANCE REQUIREMENTS SUMMARY.....	15

## **TABLE OF CONTENTS**

### **STATEMENT OF WORK TECHNICAL EXHIBITS**

#### **EXHIBITS**

- A-1 CONTRACT DISCREPANCY REPORT
- A-2 PERFORMANCE REQUIREMENTS SUMMARY (PRS)
- A-3 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
- A-4 CONFIDENTIALITY OF CORI INFORMATION
- A-5 COURT LOCATIONS
- A-6 SAMPLE COURT ORDER - CRIM 059
- A-7 REQUIRED TESTS/SERVICES

# **STATEMENT OF WORK**

## **1.0 GENERAL SCOPE OF WORK**

- 1.1 As further described in this Statement of Work (SOW), Contractor shall be responsible for servicing a Court Order to the appropriate law enforcement agency in the County of Los Angeles (County) within three (3) business days of a request by Defense Counsel, obtaining fresh urine samples from defendants from any Superior Court of California (Court) in the County on the date requested by Defense Counsel, testing all samples for drugs and/or alcohol, storing the tested samples for the specified period of time, preparing and delivering written reports of the results to Defense Counsel within two (2) weeks of pick-up, providing copies of case files and bench notes to Defense Counsel on request, providing expert court testimony when necessary, and maintaining confidentiality.

## **2.0 ADDITION/DELECTION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

### **2.1 Specific Services**

Contractor shall furnish court-ordered forensic toxicology services for indigent defendants and their Defense Counsel. Specific services to be provided are as follows:

#### **2.1.1 Court Order**

The services of the Contractor are initiated by the issuance of a Court Order appointing the Contractor to a case. The Court Order will instruct the Contractor to obtain: 1) a Fresh Sample from the defendant and/or; 2) a Split Sample from the law enforcement agency and will instruct the Contractor to analyze the sample to detect the presence of drugs/controlled-substances and/or alcohol. With respect to Court Orders for Fresh Samples, the Contractor and Site Judge at each Court location shall develop procedures by which the Court Order will be provided and when the sample will be taken.

#### **2.1.2 Fresh Samples**

- 2.1.2.1 Contractor shall send a representative to any Court in the County of Los Angeles on the date requested by Defense Counsel.
- 2.1.2.2 The Contractor representative shall arrive at the Court on the date of the request by Defense Counsel before the close of Court. In the event the Contractor representative is unable to obtain a urine sample from the defendant, the Contractor shall

indicate on the Court Order the reason that Contractor was unable to obtain a sample and immediately return the Court Order to the Defense Counsel. The Contractor shall be aware of rather wide fluctuations up and down in the number of both daily and monthly sample submittals.

#### 2.1.3 Split Samples

Contractor will receive a Court Order from Defense Counsel requiring a Split Sample. Contractor shall service Court Orders for Split Samples at the appropriate law enforcement agency within three (3) business days of Contractor's receipt of the Court Order. Contractor shall pick up and test the Split Samples. Contractor shall pick up the samples from the appropriate law enforcement agency's crime laboratory. Contractor shall provide personnel to witness splitting of evidence specimens at the appropriate laboratory, when requested by Defense Counsel and indicated on the Court Order.

#### 2.1.4 Urine Samples Obtained by Defense Counsel

Contractor will receive requests from Defense Counsel to analyze urine specimens obtained from defendants by Defense Counsel at the various Court locations listed in Exhibit A-5, Court Locations, of this SOW. Contractor shall send a messenger to the Defense Counsel's office within one (1) business day of the request to pick up the urine specimen(s). Contractor shall make available to the Defense Counsel the necessary supplies (i.e., vials with minimum capacity of ninety (90) milliliters, sealing tape, identification labels, and Chain of Custody checklist) to enable counsel to obtain urine samples and to initiate procedures to assure sample integrity and identity.

#### 2.1.5 Quality and Type of Testing Service

##### 2.1.5.1 Drug Screening and/or Testing

Contractor shall provide drug screening at the sensitivity levels for the various drugs listed on Exhibit A-7, Required Tests/Services, of this SOW and in accordance with the Court Order. Contractor shall use a screening method equivalent to the method used by law enforcement. Specimens screened positive for a drug or group of drugs shall be automatically confirmed and specifically identified by an analytical method. Testing protocol shall be designed to detect drug use as opposed to simply the presence or absence of a parent drug. Contractor must be registered with the Federal Drug Enforcement Agency for handling all schedules of controlled substances.

## 2.1.5.2 Alcohol Analysis

2.1.5.2.1 Contractor shall be in compliance with all California laws and regulations for laboratories performing forensic alcohol analysis, and all alcohol analysis shall be performed by laboratory personnel that have been qualified by the State of California as forensic alcohol analysts.

2.1.5.2.2 Methods of alcohol analysis shall meet the following standards of performance:

- a) The method shall be capable of the analysis of a reference sample known alcohol concentration within accuracy and precision limits of plus or minus five percent ( $\pm 5\%$ ) of the value; these limits shall be applied to alcohol concentrations which are 0.08 grams per 100 milliliters or higher.
- b) The method shall be capable of the analysis of ethyl alcohol with a specificity which is adequate and to that of traffic law enforcement.
- c) The method should be free from interference from anticoagulants and preservatives added to the sample.
- d) The method shall give a test result which is always less than 0.01 grams of alcohol per 100 milliliters of blood when subjects free from alcohol are tested.
- e) All instruments used for alcohol analysis shall be in good working order and routinely checked for accuracy and precision.

2.1.5.2.3 Analytical results shall be expressed according to the following provisions:

- a) All analytical results shall be expressed in terms of the alcohol concentration in blood, based on the number of grams of alcohol per 100 milliliters of blood. The symbols, "grams %", "%", and "% (WN)" are acceptable abbreviations of the phrase, grams per 100 milliliters of liquid.

- b) Analytical results shall be reported to the second decimal place, deleting the digit in the third decimal place when it is present.
- c) Blood alcohol concentrations less than 0.01% may be reported as negative.
- d) A urine alcohol concentration shall be converted to an equivalent blood alcohol concentration by a calculation based on the following relationship; the amount of alcohol in 1.3 milliliters of blood is equivalent to the amount of alcohol in 1 milliliter of urine.

#### 2.1.5.3 Miscellaneous Testing

Occasionally, Contractor will receive Court Orders requesting the following analyses:

2.1.5.3.1 Quantitative analysis of blood or urine for all drugs.

2.1.5.3.2 Blood typing; comparison, including ABO and isoenzyme analysis on defendant's fresh blood and preserved evidence samples. Contractor shall provide personnel to witness, collect, and transfer fresh blood samples from defendant.

2.1.5.3.3 Analysis of objects to determine the presence/quantity of controlled substances.

#### 2.1.5.4 Quality Control

Contractor shall maintain 100 percent (%) accuracy in testing each drug listed in Exhibit A-7, Required Tests/Services, of this SOW. Contractor shall maintain an ongoing in-house quality control program sufficiently extensive to provide evidence of this accuracy on a daily basis. Such quality control procedures shall include, but not be limited to:

2.1.5.4.1 Methods of determination of accuracy;

2.1.5.4.2 Methods of determining reproducibility;

2.1.5.4.3 Publication of detailed procedure manuals for tests performed in laboratory; and

2.1.5.4.4 Periodic publication of normal ranges.



Contractor shall maintain complete and accurate notes as to all tests performed on evidence samples, including dates, analyst, types of tests, sensitivities, controls run, interpretation, etc., and provide a copy of the same to Defense Counsel upon request. Contractor shall also make available to Defense Counsel any and all quality control documentation maintained by the laboratory upon request.

#### 2.1.6 Reporting Procedures and Standards

2.1.6.1 Contractor shall submit a standardized written report to the defendant's Defense Counsel on all samples obtained as a result of a Court Order. The report in the instance of a drug screening shall be in terms of positive (+) or negative (-) for each sample obtained, unless a quantitative result is requested by Defense Counsel. The report in the instance of blood/alcohol ratio shall be in terms of percent (%), by weight, of alcohol in the subject's blood. Percent, by weight, of alcohol shall be based upon grams of alcohol per 100 milliliters of blood. All analytical results shall be reported in terms of generic or chemical name of any drug found to be present.

2.1.6.2 All test results shall be made by mail, postmarked within two (2) weeks of pick-up of samples by Contractor's representative, excluding Saturdays, Sundays, and County-recognized holidays. The written report on the test results shall be mailed to the defendant's Defense Counsel. Contractor shall provide results within one (1) business day on a "rush" basis.

#### 2.1.7 Storage of Samples

Contractor shall save and store all samples analyzed until final disposition of the defendant's case in the criminal courts or for a minimum of five (5) years, whichever is later. Samples shall be stored by Contractor in a manner that will assure valid, reliable results when retested.

#### 2.1.8 Procedures for Sample Integrity

Contractor shall establish processing procedures (including labeling, logging in, tagging, record keeping, security control) that will assure the authenticity and identity of the sample by completing a Chain of Custody checklist at each step of handling the sample; from first obtaining the sample, to analyzing the sample, and then storing the sample. All records shall be kept in a locked building under twenty-four (24) hour security control.

#### 2.1.9 Consultation

Contractor shall provide, without additional charge, Consultation services to Defense Counsel regarding said source and/or effect of a particular drug (i.e., prescription, metabolism, etc.), and any other scientific issue at no additional cost to the County. Contractor experts must be available by telephone to discuss medical/legal implications of laboratory results with Defense Counsel.

#### 2.1.10 Retest of Samples

Contractor shall retest samples when requested by the Court location submitting the sample when that Court has a reasonable doubt of the reliability of the original result, and the retesting shall be at the expense of the Contractor if the second result differs from the original test finding.

### 2.2 General Requirements

2.2.1 Contractor's laboratory shall be staffed full-time with sufficient numbers of persons holding Bachelor of Science degrees and with clinical laboratory technologists licensed by the California Department of Public Health, as well as other laboratory and clerical personnel commensurate with the quantity of tests performed in the laboratory.

2.2.2 Contractor shall be responsible for providing competent staff to fulfill the requirements of this SOW.

#### 2.2.3 Male and Female Representatives

Male Contractor representatives shall be sent to obtain urine samples from male subjects. Female Contractor representatives shall be sent to obtain urine samples from female subjects. Contractor will be notified when a female representative is needed.

#### 2.2.4 Court Testimony by Contractor's Representatives

If required by Defense Counsel, all Contractor personnel including analysts, couriers, custodians of records, etc. shall attend scheduled criminal court hearings to give testimony concerning Chain of Custody, handling of samples, the testing method(s) used, and reliability and results of each analyses. Such personnel shall be available for court testimony on the basis of a four (4) hour advanced call.

### 2.3 County Submission of Test Samples

County reserves the right to submit Salted Samples, both urine samples and blood samples, without notice, to determine the quality of analysis service

provided by Contractor. County reserves the right to send limited numbers of tests during the term of the Contract to laboratories other than Contractor's laboratory.

#### **2.4 Monthly Self-Monitoring Report**

Contractor shall produce at the end of each month informational reports that indicate the level and type of services rendered to the County. Contractor shall forward this report to the County Program Manager by the tenth (10<sup>th</sup>) business day of the month following the month in which the services were rendered. Report format and content is subject to final County review and approval.

#### **2.5 Court Site Locations**

Contractor shall be required to send a representative to any Court in the County. Court locations are listed in Exhibit A-5, Court Locations, of this SOW. County reserves the right to add/remove Court locations, as necessary, based upon the needs of the County.

#### **2.6 Performance Requirements Summary**

Contractor shall perform to the standards and best practices expected by the County during the term of the Contract as set forth in Exhibit A-2, Performance Requirements Summary (PRS), and Exhibit A-3, Performance Requirements Summary (PRS) Chart, of this SOW.

#### **2.7 Provision of Transportation and Communication Services**

Contractor shall pay all transportation and postal or other forwarders' fees in connection with and to meet the requirements of the Contract; however, transportation mileage reimbursement is allowed for trips necessary for a Contractor's representative to attend scheduled court hearings to give testimony, as required by Defense Counsel. Long-distance telephone communications shall be provided by Contractor at no cost to the County.

#### **2.8 Safeguards and Security Controls of Records and Samples**

Contractor shall maintain all necessary safeguards, records, controls, and security relative to the handling and processing of all samples until final disposition of the defendant's case in the criminal courts or for a minimum of five (5) years, whichever is later, to assure their availability to Defense Counsel in the event the result of any analysis is to be presented as evidence in Court. Security methods to be employed by Contractor are to be defined in the Contractor's proposal, which are incorporated herein and made a part of the Contract by this reference.

## **2.9 New Technology**

Contractor shall inform the County of new technology and methods of testing that become available during the term of the Contract. The new technology may be implemented if the cost is within limits of the current Contract and the County agrees in writing on the procedure and pricing.

## **2.10 Amendments**

All changes to this SOW must be made in accordance with Paragraph 8.1, Amendments, of the Contract.

## **3.0 QUALITY CONTROL**

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Quality Control Plan shall be submitted to the County Program Manager for review. The Quality Control Plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met.
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 3.3 An inspection system covering all the services listed in the Exhibit A-3, Performance Requirements Summary (PRS) Chart, of this SOW. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspections.
- 3.4 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.5 A file of all evaluations conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by County during the term of the contract as set forth in Paragraph 8.38, Record Retention and Inspection/Audit Settlement, of the Contract.
- 3.6 The methods for ensuring uninterrupted service to County in the event of a strike of Contractor's employees or other unusual occurrence (i.e. power loss or natural disaster) which would result in the Contractor being unable to perform the contracted work.
- 3.7 The methods for ensuring that confidentiality of adult records and Juvenile Records are maintained while in the care of Contractor's employees.

- 3.8 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

## **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures as set forth in Paragraph 8.15, County's Quality Assurance Plan, of the Contract.

### **4.1 Performance Evaluation Meetings**

- 4.1.1 The Contractor Project Manager or the designated alternate may be required to meet at least weekly with the County Program Manager during the first three months of the Contract, if the County finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by County personnel shall be signed by the Contractor Project Manager and the County Program Manager. Should the Contractor not concur with the minutes, the Contractor shall state in writing to the County Program Manager within five (5) business days of receipt of the signed minutes any areas wherein the Contractor does not concur.
- 4.1.2 After the first three months of operation, regular performance evaluation may be required and held monthly in accordance with a mutually agreed upon schedule, if County Program Manager finds it necessary.
- 4.1.3 The County shall have the right to require any personnel assigned to the Contractor, who in the opinion of the County Program Manager is unsatisfactory, to be promptly removed and replaced by the Contractor when requested to do so by the County.

### **4.2 Contract Discrepancy Report (Exhibit A-1 of SOW)**

- 4.2.1 Verbal notification of a contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.
- 4.2.2 The County Program Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Program Manager within ten (10) business days or as otherwise specified by the County Program Manager, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Program Manager within ten (10) business days, or as otherwise specified by the County

Program Manager, from the County's review of the Contractor's written response, wherein the County determines the Contractor's presentation of contrary evidence is insufficient to eliminate the reported discrepancy.

#### **4.3 County Observations**

County Program Manager shall have the right at all times to inspect any work performed or being performed by Contractor.

##### **4.3.1 Government Observations**

County and/or personnel from other governmental jurisdictions, in addition to the County Program Manager, may from time to time be authorized by the County to observe Contract operations, performance, activities and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

### **5.0 DEFINITIONS**

Definitions of various terms used in this SOW are provided in Paragraph 2.0, Definitions, of the Contract.

### **6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

#### **COUNTY**

##### **6.1 Personnel**

The County will administer the Contract according to the Paragraph 6.0, Administration of Contract – County, of the Contract. In addition to the duties set forth in Paragraph 6.0, Administration of Contract – County, of the Contract, specific duties will include but not be limited to:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Paragraph 8.1, Amendments, of the Contract.

## **6.2 Furnished Items**

- 6.2.1 The County shall not be responsible for costs incurred by Contractor in providing services under the Contract. The County shall provide no real property, materials, equipment and/or services necessary for the provision of services under the Contract.
- 6.2.2 Contractor shall furnish all personnel, supplies, equipment, facilities, and systems necessary to perform all services required under the Contract.

## **CONTRACTOR**

### **6.3 Contractor Project Manager**

- 6.3.1 Contractor shall provide a Contractor Project Manager in accordance with Paragraph 7.1, Contractor's Project Manager, of the Contract.
- 6.3.2 Contractor shall provide its own full time officer or employee as Contractor Project Manager or designated alternate. County personnel and authorized County representatives must have access to the Contractor Project Manager during business hours 8:00 a.m. – 5:00 p.m. Pacific Time, Monday through Friday, excluding County-recognized holidays. The Contractor Project Manager shall be locally assigned, and the Contractor shall provide a telephone number where the Contractor Project Manager may be reached twenty-four (24) hours a day, Monday through Friday, excluding County-recognized holidays.
- 6.3.3 Contractor Project Manager shall act as a central point of contact with the County. When Contract work is being performed at times other than described above or when the Contractor Project Manager cannot be present, and with prior approval of the County Program Manager, an equally qualified individual shall be designated to act for the Contractor Project Manager.
- 6.3.4 Contractor Project Manager shall have a minimum of two (2) years of experience within the past five (5) years in the area of forensic toxicology services for drug and alcohol-related cases.
- 6.3.5 Contractor Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract and provide overall management and coordination of the Contract services on the Contractor's behalf. Contractor Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.3.6 Contractor Project Manager/alternate shall be available during business hours, 8:00 a.m. to 5:00 p.m. Pacific Time, to meet with County

personnel and authorized County representatives to discuss problem areas.

- 6.3.7 County shall have the right to review the qualifications and approve the Contractor Project Manager and any replacement recommended by Contractor.

#### **6.4 Personnel**

- 6.4.1 Contractor shall assign a sufficient number of qualified employees to perform the required work. Employees performing services under this Contract must speak and understand English. County shall have the right to review and approve potential staff prior to assignment.
- 6.4.2 Contractor employees shall undergo background checks as set forth in Paragraph 7.4, Background and Security Investigations, of the Contract.
- 6.4.3 Contractor shall ensure that by first day of employment, all persons performing services covered by this Contract with access to adult records, Juvenile Records, and arrest information have signed an acknowledgement that meets the standards of the County for its employees having access to confidential criminal offender record information (CORI). Contractor shall retain the original Confidentiality of CORI Information (refer to Exhibit A-4, Confidentiality of CORI Information, of this SOW) and forward a signed copy the County Program Manager within five (5) business days of start of employment.
- 6.4.4 Contractor shall give advance notice to County Program Manager in writing within ten (10) business days, of any change in Contractor personnel assigned to perform any work on the Contract.
- 6.4.5 The County shall have the right to require any personnel assigned to the Contractor, who in the opinion of the County Program Manager, is unsatisfactory, to be promptly removed and replaced by the Contractor when requested to do so by the County.

#### **6.5 Uniforms/Identification Badges**

- 6.5.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniforms are subject to approval by the County Program Manager or designated County representative. At minimum, uniform shall consist of a shirt with the company name on it. Uniform pants are optional. All uniforms will be provided by the Contractor and at the Contractor's expense.
- 6.5.2 Contractor shall furnish and require employees providing services under this Contract to wear a visible photo identification badge, identifying employee by name, physical description and company. Such badge shall



be displayed on employee's person when picking up samples and as may be required by the County Program Manager.

- 6.5.3 Contractor shall ensure that their employees are appropriately identified as set forth in Paragraph 7.3, Contractor's Staff Identification, of the Contract.

## **6.6 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

## **6.7 Training**

- 6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

- 6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

## **6.8 Rules, Regulations, Laws, Ordinances, Codes and Licenses**

- 6.8.1 Contractor shall observe and comply with all local, State and Federal laws, ordinances, codes, rules and regulations. Contractor shall understand that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where Contractor believes changes in codes, laws, rules and regulations are needed to effect desirable improvements, he/she shall so indicate. The County at its discretion, if deemed appropriate, shall seek such changes.

- 6.8.2 Contractor shall maintain all licenses and certifications required by local, State and Federal government that apply to forensic toxicology services. Documentation of current licensure, registration and certification shall be on file with the County Program Manager prior to start of the Contract and remain on file during the term of the Contract. Contractor's laboratory shall be staffed with sufficient numbers of laboratory personnel with qualifications in accordance with regulations and certification requirements.

## **6.9 Contractor's Office**

Contractor shall maintain an office (physical location) with a telephone in the company's name where Contractor conducts business. Contractor's administrative business office must be located within the County or an adjacent county. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, by at least one (1) employee who can

respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

#### **6.10 Work Outside of Scope of Contract**

Contractor agrees that any work for the County performed outside the scope of the Contract and this SOW without the prior written approval of the County in accordance with Paragraph 8.1, Amendments, of the Contract shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim therefore against the County. Contractor and County may add new tests or services to the Contract as they are demanded by the Court and/or County. New tests and services required under the Contract shall be added in accordance with Paragraph 8.1, Amendments, of the Contract. Fees for such work or services performed that are not defined in the Contract and have been agreed on by both parties to be performed shall be charged at rates that have been established in Contractor's published commercial fee schedule and/or complete cost catalog of services.

#### **6.11 Approval of Subcontractors**

The requirements of the Contract may not be subcontracted by Contractor without advance approval of the County. The use of Subcontractors must be in compliance with Paragraph 8.40, Subcontracting, of the Contract. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of the Contract.

#### **6.12 Records and Audits**

Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Contract in accordance with generally accepted accounting principles as set forth in Paragraph 8.38, Record Retention and Inspection/Audit Settlement, of the Contract. Contractor shall keep and maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to support all payments made by the County to the Contractor. Contractor shall preserve and make available to the County all materials, information and records during the term of the contract and for a period of five (5) years thereafter from the date of final payment to Contractor unless the County's written permission is given to dispose of such materials and information prior to that time.

#### **6.13 Confidentiality**

Contractor shall be responsible for safeguarding all County information provided for use by the Contractor as set forth in Paragraph 7.5, Confidentiality, of the Contract.

#### **6.14 Background and Security Investigations**

Each of Contractor's staff performing services under the Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall be subject to a background investigation as set forth in Paragraph 7.4, Background and Security Investigations, of the Contract.

### **7.0 HOURS/DAYS OF OPERATION**

Contractor shall have, and maintain during the term of the Contract, an administrative office (physical location) within or adjacent to the County of Los Angeles. Contractor's office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding County-recognized holidays. The Contractor may be required to provide services on County-recognized holidays. These holidays change from year to year. The County Program Manager will provide the Contractor with a list of County holidays at the time the Contract is executed, and annually, at the beginning of each calendar year.

### **8.0 INTENTIONALLY OMITTED**

### **9.0 INTENTIONALLY OMITTED**

### **10.0 INTENTIONALLY OMITTED**

### **11.0 GREEN INITIATIVES**

- 11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify the County Program Manager of Contractor's new green initiatives prior to the commencement of the Contract.

### **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

- 12.1 Exhibit A-2, Performance Requirements Summary (PRS), and Exhibit A-3, Performance Requirements Summary (PRS) Chart, of this SOW, lists the required services that will be monitored and the required standard level of performance expected during the term of the Contract. This is an important monitoring tool for the County and includes:

- List of services required by the Contract
- Indication of the method of monitoring
- Indication the deductions/fees to be assessed for each service that is not satisfactory

- 12.2 All listings of services used in the PRS and PRS Chart are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and SOW, and the PRS and PRS Chart, the meaning apparent in the Contract and SOW will prevail. If any service seems to be created in the PRS and PRS Chart, which is not clearly and forthrightly set forth in the Contract and SOW, that apparent service will be null and void and place no requirement on Contractor.
- 12.3 A standard level of performance will be required of Contractor in the area of forensic toxicology services. Failure of the Contractor to achieve this standard can result in assessment of liquidated damages against Contractor by the County in accordance with Paragraph 8.26, Liquidated Damages, of the Contract. The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures specified in Exhibit A-2, PRS, and Exhibit A-3, PRS Chart, of this SOW or other such procedures as may be necessary to ascertain Contractor compliance with the Contract. The PRS and PRS Chart outline the required services, performance indicators, and acceptable quality level, monitoring methods to be used by the County, and the liquidated damages to be imposed for unacceptable performance.

# TECHNICAL EXHIBITS TO THE STATEMENT OF WORK

## TABLE OF CONTENTS

<u>Exhibits</u>	<u>Page</u>
A-1 CONTRACT DISCREPANCY REPORT .....	1
A-2 PERFORMANCE REQUIREMENTS SUMMARY (PRS).....	2
A-3 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART.....	4
A-4 CONFIDENTIALITY OF CORI INFORMATION.....	9
A-5 COURT LOCATIONS .....	10
A-6 SAMPLE COURT ORDER - CRIM 059 .....	11
A-7 REQUIRED TESTS/SERVICES .....	12

## CONTRACT DISCREPANCY REPORT

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_  
                   **Returned by Contractor:** \_\_\_\_\_  
                   **Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature of County Representative

\_\_\_\_\_  
 Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature of Contractor Representative

\_\_\_\_\_  
 Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature of Contractor Representative

\_\_\_\_\_  
 Date

**COUNTY ACTIONS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

## PERFORMANCE REQUIREMENTS SUMMARY

This Exhibit A-2 lists the required services, which will be monitored by the County during the term of this Contract; the required standard of performance; the maximum deviation from the standard which can occur before damages can be assessed; the method of County surveillance; and the monetary damages for exceeding the maximum deviation.

### Quality Assurance

On an on-going basis, Contractor's performance will be compared to the Contract standards.

The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of surveillance, which may be used, but not limited to, are:

User complaints

Random inspections

Random samplings

Information from Contractor reports

### Criteria for Determination of Monetary Damages

The Contractor shall invoice the County as set forth in Paragraph 5.5, Invoices and Payments, of this Contract. Payments will be made monthly and only for those services rendered within the acceptable quality levels as set forth in the Exhibit A-3, Performance Requirement Summary (PRS) Chart, of the SOW and under the terms and obligations of the Contract.

If performance of service is unacceptable as determined by the County and the unacceptable performance was not caused by County personnel, the County will not be obligated to pay the full percentage for that service when performance does not conform to the requirements of the Contract. The County shall have the right to reduce the Contract price to reflect the reduced value of the service provided. (Refer to Paragraph 8.26, Liquidated Damages, of this Contract).

The County will make every reasonable effort to resolve problems. When the performance is unacceptable, the County will complete a Contract Discrepancy Report (CDR). (Refer to Exhibit A-1, Contract Discrepancy Report, of the SOW). The CDR will

require the Contractor to respond in writing, and explain the unacceptable performance, as well as how recurrence of the problem will be prevented. The County Program Manager will evaluate the Contractor's explanation and determine if full payment, partial payment, or the Contract termination process is applicable. (Refer to Exhibit A, Statement of Work, Section 12.0, Performance Requirements Summary, of this Contract).

When an instance of unacceptable performance comes to the attention of County personnel or clients, who are recipients of the services provided by the Contract, a User Complaint Form (UCR) may be filled out and forwarded to the County Program Manager. The complaint will be investigated, if necessary, and may be brought to the attention of the Contractor. The receipt of one or more UCRs concerning a particular area of performance may result in a formal examination of the Contractor's performance in this area.

The assessment of monetary damages against the Contractor for unacceptable services shall be calculated as shown on the PRS Chart (refer to Exhibit A-3, Performance Requirement Summary Chart, of the SOW), and as set forth in Paragraph 8.26, Liquidated Damages, of this Contract.

For services monitored by random inspections, random samplings, or user complaints, the figure in column 6 (Deductions for Failure to Meet the AQL) of the PRS Chart is multiplied by the number of unacceptable instances which fail to meet the Acceptable Quality Level (AQL) in Column 4 of the PRS Chart. The resulting dollar amount is the amount of the monetary damages for performance variance which shall be assessed Contractor.

#### Corrective Action

The Contractor shall be required to immediately correct those activities found by the County to be unacceptably performed at no additional cost to the County.



## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR FAILURE TO MEET THE AQL
Overall compliance with General Scope of Work. Exhibit A, SOW, Section 1.0, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Overall compliance with specific tasks. Exhibit A, SOW, Section 2.0, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Maintain compliance with required testing service including accuracy on both sensitivity and specificity. Exhibit A, SOW, Section 2.1.5.4, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> <li>User Complaints</li> </ul>	Up to \$100 per occurrence
Timely reporting of written test results. Exhibit A, SOW, Sections 1.1 and 2.1.6, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> <li>User Complaints</li> </ul>	Up to \$100 per occurrence
Timeliness in pick-up of samples obtained by Defense Counsel. Exhibit A, SOW, Section 2.1.4, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> <li>User Complaints</li> </ul>	Up to \$100 per occurrence
Maintenance of procedures regarding security of record and samples. Exhibit A, SOW, Section 2.8, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>User Complaints</li> </ul>	Up to \$100 per occurrence

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR FAILURE TO MEET THE AQL
As-needed pick-up at locations when called upon. Exhibit A, SOW, Sections 2.1.1 – 2.1.4, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Female representatives as-needed. Exhibit A, SOW, Section 2.2.3, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Timeliness in pick-up of samples. Exhibit A, SOW, Section 2.1.2.2, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Timeliness in serving Split Samples. Exhibit A, SOW, Section 2.1.3, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Appropriate storage of samples. Exhibit A, SOW, Section 2.1.7, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Adherence to Chain-of-Custody procedures. Exhibit A, SOW, Section 2.1.8, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Provision of consultation services to Defense Counsel. Exhibit A, SOW, Section 2.1.9, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> <li>User Complaints</li> </ul>	Up to \$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR FAILURE TO MEET THE AQL
Provision of retest of samples when requested. Exhibit A, SOW, Section 2.1.10, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Information from Contractor Reports</li> <li>Information from Court</li> <li>User Complaints</li> </ul>	Up to \$100 per occurrence
Sufficiency of supplies provided to Defense Counsel. Exhibit A, SOW, Section 2.1.4, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>User Complaints</li> </ul>	Up to \$100 per occurrence
Drug/alcohol testing accuracy. Exhibit A, SOW, Sections 2.1.5.1 and 2.1.5.2, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Submission of final reports within stipulated timeframe. Exhibit A, SOW, Section 2.1.6.2, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>User Complaints</li> </ul>	Up to \$100 per occurrence
Provision of Transportation and Communication Services. Exhibit A, SOW, Section 2.7, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Information from Contractor Reports</li> <li>User Complaints</li> </ul>	Up to \$100 per occurrence
Adherence to self-monitoring report requirements. Exhibit A, SOW, Section 2.4, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR FAILURE TO MEET THE AQL
Provision of court testimony when required. Exhibit A, SOW, Section 2.2.4, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>User Complaints</li> </ul>	Up to \$100 per occurrence
Adherence to confidentiality requirements. Exhibit A SOW, Section 6.13, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Current certification and staff sufficiency. Exhibit A, SOW, Sections 2.2.1 and 2.2.2, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Maintain Quality Control Plan. Exhibit A, SOW, Section 3.0, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections</li> <li>Random Samplings</li> <li>Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Notify in writing of any change in name or address of the Contractor Project Manager. Exhibit A, Paragraph 7.0, of this Contract.	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections and Observation</li> </ul>	Up to \$100 per occurrence
Maintain all required documents. Exhibit A, Paragraph 8.38 and Exhibit A, SOW, Sections 2.1.7, 2.8 and 6.12, of this Contract	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random inspections</li> </ul>	Up to \$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR FAILURE TO MEET THE AQL
Obtain County's written approval prior to subcontracting any work. Exhibit A, Paragraph 8.40 and Exhibit A, SOW, Section 6.10, of this Contract	County/Contractor records	Adhere to County requirements	100%	<ul style="list-style-type: none"> <li>Random Inspections and Observation</li> <li>User Complaints</li> </ul>	Up to \$100 per occurrence; possible termination for default of Contract

**CONFIDENTIALITY OF CORI INFORMATION**

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of Pacific Toxicology Laboratories dba Forensic Toxicology Associates (FTA), during the legitimate course of your duties, you will have access to CORI. The County has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other sources of CORI to make contacts with clients or their relatives or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the County is considered a breach of confidentiality, inappropriate and unauthorized.

Any Pacific Toxicology Laboratories dba Forensic Toxicology Associates (FTA) employee engaging in such activities is in violation of the County's is considered a breach of confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the County's policy concerning the confidentiality of CORI records.

---

Signature

Date

---

Name (Print)

---

Title/Classification

Copy of completed and signed form shall be forwarded to the County Program Manager within five (5) business days of start of employment.

## COURT LOCATIONS

The County reserves the right to add/remove Court locations, as necessary, based upon the needs of the County.

COURT LOCATIONS	
Name	Address
Airport Courthouse	11701 S. La Cienega, Los Angeles, CA 90045
Alfred J. McCourtney Juvenile Justice Center	1040 W. Avenue J, Lancaster, CA 93534
Alhambra Courthouse	150 West Commonwealth, Alhambra, CA 91801
Avalon Courthouse	215 Sumner Avenue, P.O. Box 677, Avalon, CA 90704
Bellflower Courthouse	10025 East Flower Street, Bellflower, CA 90706
Beverly Hills Courthouse	9355 Burton Way, Beverly Hills, CA 90210
Burbank Courthouse	300 East Olive, Burbank, CA 91502
Central Arraignment Courts	429 Bauchet St., Los Angeles, CA 90012
Central Civil West Courthouse	600 South Commonwealth Ave., Los Angeles, CA 90005
Chatsworth Courthouse	9425 Penfield Ave., Chatsworth, CA 91311
Clara Shortridge Foltz Criminal Justice Center	210 West Temple Street, Los Angeles, CA 90012
Compton Courthouse	200 West Compton Blvd., Compton, CA 90220
Downey Courthouse	7500 East Imperial Highway, Downey, CA 90242
East Los Angeles Courthouse	4848 E. Civic Center Way, Los Angeles, CA 90022
Eastlake Juvenile Court (Delinquency)	1601 Eastlake Avenue, Los Angeles, CA 90033
Edmund D. Edelman Children's Court (Dependency)	201 Centre Plaza Drive, Monterey Park, CA 91754
El Monte Courthouse	11234 East Valley Blvd., El Monte, CA 91731
Glendale Courthouse	600 East Broadway, Glendale, CA 91206
Hollywood Courthouse	5925 Hollywood Blvd., Los Angeles, CA 90028
Inglewood Courthouse	One Regent Street, Inglewood, CA 90301
Inglewood Juvenile Courthouse (Delinquency)	110 Regent Street, Inglewood, CA 90301
Long Beach Courthouse	415 West Ocean Blvd., Long Beach, CA 90802
Los Padrinos Juvenile Courthouse (Delinquency)	7281 East Quill Drive, Downey, CA 90242
Mental Health Courthouse	1150 North San Fernando Rd, Los Angeles, CA 90065
Metropolitan Courthouse	1945 South Hill Street, Los Angeles, CA 90007
Michael Antonovich Antelope Valley Courthouse	42011 4th Street West, Lancaster, CA 93534
Norwalk Courthouse	12720 Norwalk Blvd., Norwalk, CA 90650
Pasadena Courthouse	300 East Walnut Ave., Pasadena, CA 91101
Pomona Courthouse South	400 Civic Center Plaza, Pomona, CA 91766
Pomona Courthouse North	350 West Mission Blvd., Pomona, CA 91766
San Fernando Courthouse	900 Third Street, San Fernando, CA 91340
San Pedro Courthouse	505 South Centre Street, San Pedro, CA 90731
Santa Clarita Courthouse	23747 West Valencia Blvd., Santa Clarita, CA 91355
Santa Monica Courthouse	1725 Main Street, Santa Monica, CA 90401
Stanley Mosk Courthouse	111 North Hill Street, Los Angeles, CA 90012
Sylmar Juvenile Courthouse (Delinquency)	16350 Filbert Street, Sylmar, CA 91342
Torrance Courthouse	825 Maple Ave., Torrance, CA 90503
Van Nuys Courthouse East	6230 Sylmar Ave., Van Nuys, CA 91401
Van Nuys Courthouse West	14400 Erwin Street Mall, Van Nuys, CA 91401
West Covina Courthouse	1427 West Covina Parkway, West Covina, CA 91790

NOTE: Several of the above Court locations contain multiple public defender offices but represent one pickup site.

**CONFIDENTIAL ORDER UNDER SEAL APPOINTING  
AND ORDER FOR PAYMENT TO:**

Pacific Toxicology Laboratories  
 dba Forensic Toxicology Associates (FTA)  
 9348 De Soto Ave.  
 Chatsworth, CA 91311  
 Phone: (818) 598-3110 FAX: ( )

**DEFENSE COUNSEL:**

Phone: ( ) FAX: ( )

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

PEOPLE OF THE STATE OF CALIFORNIA  
 Plaintiff  
 V.

CASE NO.:  
 Next appearance on:  
 In Division:

Defendant

**CHECK ONE:**

☐ Original Order ☐ Amended Order for order dated \_\_\_\_\_, under same case number, including the following modifications and otherwise fully incorporated into and attached to said order.  
 Modification: \_\_\_\_\_ (e.g., See checkboxes below - specific test)

**IT IS HEREBY ORDERED THAT:**

☐ Forensic Toxicology Laboratories obtain from defendant or defense attorney a \_\_\_\_\_ sample of defendant for chemical analysis. (e.g., blood, urine, hair, saliva)

Or, if defendant then in custody at Jail, L.A. County Sheriff's Jail Medical Facility to allow representative of Forensic Toxicology Associates access to defendant for the purpose of collecting specimen(s) and/or witnessing a representative of L.A. County Sheriff's Jail Medical Facility collect specimen(s) from the defendant. Forensic Toxicology Associates to retain custody of specimen for laboratory analysis.  
 Booking # \_\_\_\_\_

☐ The \_\_\_\_\_ produce a \_\_\_\_\_ sample taken from the defendant on or about \_\_\_\_\_ (e.g., LAPD, Sheriff's Station, CHP) (e.g., blood, urine, hair, substance)  
 \_\_\_\_\_, held as evidence under DR # / URN # \_\_\_\_\_, and make a portion sufficient for \_\_\_\_\_ (date of arrest) (evidence #)  
 chemical analysis (no less than \_\_\_\_\_ milliliters) of said sample available to representative of Forensic Toxicology Laboratories.

☐ ADDITIONALLY, Forensic Toxicology Associates be given access to the entire evidence \_\_\_\_\_ for examination, photographs and/or gravimetric analysis. (Forensic Toxicology Associates' DEA Registration # \_\_\_\_\_).

Pursuant to Sections 730 and 952 of the Evidence Code, Forensic Toxicology Associates analyze the \_\_\_\_\_ sample in the above case for \_\_\_\_\_ (e.g., blood, urine, hair)  
 \_\_\_\_\_ content, including preservative if applicable, and otherwise inspect the integrity of the sample;  
 (e.g., cocaine, alcohol)

provide a written report confidentially to the defense attorney for the defendant as requested and provide consultation (basic drug metabolism and possible pharmaceutical sources of drug results only) at no further charge unless specified below. The fact of appointment and the results of analysis to remain confidential unless introduced by the defense attorney at trial and upon further order of the Court.

TYPE OF SERVICE REQUESTED (CHECK ONE):	
<input type="checkbox"/>	Positive/Negative Analysis (Identifies presence of drug)
<input type="checkbox"/>	Quantitative Analysis (Precise amount of drug present)

SERVICES REQUESTED AT AN ADDITIONAL CHARGE:	
<input type="checkbox"/>	Expert Consultation/Case Review at _____
<input type="checkbox"/>	Expert Court Testimony at _____

IT IS FURTHER ORDERED THAT, upon receipt by the Los Angeles Superior Court proof that expert services were rendered as ordered, the Los Angeles County Auditor-Controller make payment in accordance with the terms of the Contract between the County of Los Angeles and Forensic Toxicology Associates, payable out of the Trial Court Operations Budget, in favor of Forensic Toxicology Associates.

Date: \_\_\_\_\_

Judge: \_\_\_\_\_



**REQUIRED TESTS / SERVICES**

<b>COMMODITY / SERVICES DESCRIPTION</b>	<b>UNIT</b>
ACETONE, QUANTITATIVE	Blood
ALPRAZOLAM	Blood
AMPHETAMINE QUANTITATIVE, BLOOD	Blood
AMPHETAMINES SCREEN, BLOOD	Blood
ANTIDEPRESSANT SCREEN, BLOOD	Blood
BARBITURATES SCREEN	Blood
BACTERIAL CULTURE AND IDENTIFICATION	Blood
BENZODIAZEPINES SCREEN	Blood
BENZODIAZEPINES QUANTITATIVE AND CONFIRM	Blood
BLOOD ALCOHOL	Blood
BLOOD DRUG SCREEN, 10 PANEL (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Opiates, Phencyclidine (PCP), Marijuana (THC) metabolite, Propoxyphene, Alcohol)	Blood
BLOOD DRUG SCREEN, 4 PANEL (Amphetamines, Cocaine, Opiates, PCP)	Blood
BLOOD DRUG SCREEN, 5 PANEL (Amphetamines, Cocaine, Opiates, PCP, THC)	Blood
BLOOD DRUG SCREEN, 8 PANEL (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Opiates, PCP, THC)	Blood
BLOOD OPIATES, 6 PANEL (Amphetamines, Cocaine, Methadone, Opiates, PCP, THC), QUANTITATIVE	Blood
BUPROPION, BLOOD	Blood
BUTALBITAL, BLOOD	Blood
CANNABINOIDS (MARIJUANA) SCREEN, BLOOD	Blood
CANNABINOIDS PANEL, BLOOD	Blood
CARISOPRODOL (SOMA) QUANTITATIVE	Blood
CHLORDIAZEPOXIDE (LIBRIUM)	Blood
CHLORPROMAZINE (COMPAZINE)	Blood
CITALOPRAM, BLOOD	Blood
CLONAZEPAM QUANTITATIVE	Blood
CLOZAPINE, BLOOD	Blood
COCAINE AND BENZOYLECGONINE, BLOOD	Blood
COCAINE SCREEN, QUALITATIVE, BLOOD	Blood
CODEINE AND MORPHINE, BLOOD	Blood
CYCLOBENZAPRINE, QUANTITATIVE	Blood
DEPRESSANT DRUG SCREEN, BLOOD	Blood
DIAZEPAM, QUANTITATIVE	Blood
DIAZEPAM, QUALITATIVE, BLOOD	Blood
DIPHENHYDRAMINE	Blood

**REQUIRED TESTS / SERVICES**

<b>COMMODITY / SERVICES DESCRIPTION</b>	<b>UNIT</b>
DNA COMPARATIVE ANALYSIS	Blood
DNA ANALYSIS MIX 2, 2 SPECIMENS	Blood/Misc.
DRUG SCREEN, STIMULANTS, BLOOD	Blood
DRUG SCREEN, BLOOD, DATE RAPE DRUG PANEL (Gammahydroxybutyric Acid (GHB), Flunitrazepam, Methylenedioxymethamphetamine (MDMA), PCP, Ketamine)	Blood
ESCITALOPRAM	Blood
EVIDENCE BLOOD TYPING	Blood
FENTANYL, WHOLE BLOOD	Blood
FLUNITRAZEPAM, QUANTITATIVE	Blood
FLUOXETINE (PROZAC)	Blood
FLUPHENAZINE, BLOOD	Blood
FLURAZEPAM, BLOOD	Blood
FRESH BLOOD TYPING	Blood
GABAPENTIN, QUANTITATIVE	Blood
GAMMAHYDROXYBUTYRIC ACID (GHB) AND GAMMABUTYROLACTONE (GBL), BLOOD, QUANTITATIVE	Blood
GAMMAHYDROXYBUTYRIC ACID (GHB), BLOOD	Blood
GLUCOSE, BLOOD	Blood
HYDROCARBON AND OXYGENATED VOLATILES, BLOOD	Blood
HYDROCODONE, BLOOD, QUALITATIVE	Blood
HYDROCODONE, BLOOD, QUANTITATIVE	Blood
IBUPROFEN, BLOOD	Blood
IMIPRAMINE, BLOOD	Blood
ISOPROPANOL, BLOOD	Blood
KETAMINE, QUANTITATIVE	Blood
LAMOTRIGINE, BLOOD	Blood
LIDOCAINE	Blood
LORAZEPAM	Blood
METHYLENEDIOXYMETHAMPHETAMINE (MDMA)/METHYLENEDIOXYAMPHETAMINE (MDA), QUANTITATIVE, BLOOD	Blood
METHADONE QUANTITATION, BLOOD	Blood
METHAMPHETAMINE QUANTITATIVE, BLOOD	Blood
METHAMPHETAMINE SCREEN, BLOOD	Blood
METHAQUALONE QUANTITATION, BLOOD	Blood
METHYLPHENIDATE AND METABOLITE, BLOOD	Blood
MIDAZOLAM, BLOOD	Blood
OPIATES SCREEN, BLOOD	Blood
OXAZEPAM, BLOOD	Blood
OXYCODONE, BLOOD	Blood

**REQUIRED TESTS / SERVICES**

<b>COMMODITY / SERVICES DESCRIPTION</b>	<b>UNIT</b>
PAROXETINE QUANTITATION	Blood
PHENCYCLIDINE (PCP), BLOOD, QUANTITATIVE	Blood
PHENOBARBITAL, BLOOD	Blood
PHENYTOIN, TOTAL	Blood
PROMETHAZINE, BLOOD	Blood
PROPOXYPHENE, BLOOD, QUANTITATIVE	Blood
PROPRANOLOL	Blood
QUETIAPINE (SEROQUEL) QUANTITATIVE	Blood
SERTRALINE QUANTITATION	Blood
SODIUM FLUORIDE, BLOOD	Blood
SODIUM, BLOOD	Blood
TEMAZEPAM QUANTITATIVE	Blood
TOPIRAMATE, BLOOD	Blood
TRAMADOL AND METABOLITE, BLOOD	Blood
TRAMADOL SCREEN, BLOOD	Blood
TRAZODONE QUANTITATIVE	Blood
VALPROIC ACID	Blood
VENLAFAXINE (EFFEXOR) QUANTITATIVE	Blood
VICODINE (ACETAMINOPHEN AND HYDROCODONE), BLOOD, QUANTITATIVE	Blood
VOLATILES SCREEN AND QUANTITATIVE, BLOOD	Blood
ZOLPIDEM, QUANTITATIVE	Blood
ALPHA-HYDROXY ALPRAZOLAM, URINE, QUANTITATIVE	Urine
ALPRAZOLAM AND METABOLITE, URINE	Urine
AMITRIPTYLINE, URINE	Urine
AMPHETAMINE, QUALITATIVE, URINE	Urine
AMPHETAMINE, QUANTITATIVE, URINE	Urine
BACLOFEN, URINE	Urine
BARBITURATES SCREEN, URINE	Urine
BARBITURATES, QUANTITATIVE, URINE	Urine
BENZODIAZEPINES QUANTITATIVE, URINE	Urine
BENZODIAZEPINES SCREEN, URINE	Urine
BUPROPION, URINE	Urine
BURPRENORPHINE, URINE	Urine
CANNABINOIDS (MARIJUANA) SCREEN, URINE	Urine
CARISOPRODOL QUANTITATIVE, URINE	Urine
CHLORAL HYDRATE, URINE	Urine
CITALOPRAM, URINE	Urine

**REQUIRED TESTS / SERVICES**

<b>COMMODITY / SERVICES DESCRIPTION</b>	<b>UNIT</b>
CLONAZEPAM, URINE AS 7-AMINOCLONAZ	Urine
COCAINE AND METABOLITE, URINE	Urine
COCAINE SCREEN, QUALITATIVE, URINE	Urine
COMPREHENSIVE DRUG SCREEN	Urine
CYCLOBENZAPRINE, URINE	Urine
D,L-METHAMPHETAMINE ISOMERS, URINE	Urine
DEPRESSANT DRUG SCREEN, URINE	Urine
DEXTROMETHORPHAN, URINE	Urine
DIAZEPAM, QUALITATIVE, URINE	Urine
DIAZEPAM, QUANTITATIVE, URINE	Urine
DIPHENHYDRAMINE, URINE	Urine
DRUG SCREEN, DATE RAPE DRUG PANEL	Urine
DRUG SCREEN, STIMULANTS, URINE	Urine
EPHEDRINE, URINE, QUALITATIVE	Urine
EPHEDRINE, URINE, QUANTITATIVE	Urine
ESCITALOPRAM, URINE	Urine
EVIDENCE URINE TYPING	Urine
FLUNITRAZEPAM, QUANTITATIVE	Urine
FLUOXETINE (PROZAC), URINE	Urine
GABAPENTIN, URINE	Urine
GABAHYDROXYBUTYRIC (GHB) ACID AND GAMMABUTYROLACTONE (GBL), URINE, QUANTITATIVE	Urine
GABAHYDROXYBUTYRIC (GHB), URINE, QUANTITATIVE	Urine
GLUCOSE, QUALITATIVE, URINE	Urine
HEROIN, URINE, AS 6-ACETYLMORPHINE	Urine
HYDROCODONE QUANTITATIVE, URINE	Urine
HYDROXYZINE, URINE	Urine
LORAZEPAM, URINE, QUANTITATIVE	Urine
MAPROTILINE, URINE	Urine
MARIJUANA (THC) METABOLITE, URINE	Urine
METHADONE SCREEN, URINE	Urine
METHAQUALONE SCREEN, URINE	Urine
METHAQUALONE, URINE, QUANTITATIVE	Urine
METHYLPHENIDATE AND METABOLITE, URINE	Urine
MIDAZOLAM, URINE	Urine
OPIATES QUANTITATION, 6 PANEL (Codeine, Morphine, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone)	Urine
OPIATES SCREEN, URINE	Urine

**REQUIRED TESTS / SERVICES**

<b>COMMODITY / SERVICES DESCRIPTION</b>	<b>UNIT</b>
OXYCODONE, URINE	Urine
PHENCYCLIDINE (PCP) SCREEN, URINE	Urine
PHENCYCLIDINE, QUANTITATIVE, URINE	Urine
PHENOBARBITAL, URINE	Urine
PHENOL, URINE	Urine
PROPOXYPHENE, URINE	Urine
SERTRALINE, URINE, QUANTITATIVE	Urine
SODIUM FLUORIDE, URINE	Urine
TRAMADOL AND METABOLITE, URINE	Urine
TRICYCLIC SCREEN, URINE	Urine
URINE ALCOHOL	Urine
URINE DRUG SCREEN 11 DRUG (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Methaqualone, Opiates, PCP, THC, Propoxyphene, Ethanol)	Urine
URINE DRUG SCREEN, 6 DRUG (Amphetamines, Barbiturates, Cocaine, Methadone, Opiates, PCP)	Urine
URINE DRUG SCREEN, 7 DRUG (Amphetamines, Barbiturates, Cocaine, Methadone, Opiates, PCP, THC)	Urine
URINE METHADONE, QUANTITATIVE, URINE	Urine
URINE OPIATES, QUANTITATIVE	Urine
VICODIN (ACETAMINOPEN, HYDROCODONE), QUANTITATION, URINE	Urine
ZOLPIDEM, URINE, QUANTITATIVE	Urine
DRUG SCREEN, HAIR, 10 PANEL - NO COLLECTION (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Methaqualone, Opiates, PCP, THC, Propoxyphene)	Hair
DRUG SCREEN, HAIR, 12 PANEL - NO COLLECTION (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Methaqualone, Propoxyphene, Opiates, Oxycodone, PCP, THC, Fentanyl)	Hair
DRUG SCREEN, HAIR, 5 PANEL, OPI6 - WITH COLLECTION (Amphetamines, Cocaine, Opiates (Codeine, Morphine, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone), PCP, THC)	Hair
DRUG SCREEN, HAIR, 5 PANEL- WITH COLLECTION (Amphetamines, Cocaine, Opiates, PCP, THC)	Hair
DRUG SCREEN, HAIR, 5 PANEL - NO COLLECTION (Amphetamines, Cocaine, Opiates, PCP, THC)	Hair
IMIPRAMINE, GASTRIC	Gastric
ALPRAZOLAM, SUBSTANCE QUANTITATIVE	Substance
CANNABINOIDS SUBSTANCE ANALYSIS, QUALITATIVE	Substance
CANNABINOIDS SUBSTANCE ANALYSIS, QUANTITATIVE	Substance
COCAINE AND COCAINE HYDROCHLORIDE (HCL) SUBSTANCE, QUALITATIVE	Substance
COCAINE AND HCL SUBSTANCE ANALYSIS QUALITATIVE	Substance

**REQUIRED TESTS / SERVICES**

<b>COMMODITY / SERVICES DESCRIPTION</b>	<b>UNIT</b>
COCAINE HCL SUBSTANCE ANALYSIS, QUALITATIVE	Substance
COCAINE HCL SUBSTANCE ANALYSIS, QUANTITATIVE	Substance
COCAINE SUBSTANCE ANALYSIS, QUALITATIVE	Substance
DL-METHAMPHETAMINE, SUBSTANCE, QUANTITATIVE	Substance
HEROIN, SUBSTANCE, QUALITATIVE	Substance
HEROIN, SUBSTANCE, QUANTITATIVE	Substance
ISOPROPANOL, SUBSTANCE	Substance
KETAMINE, SUBSTANCE, QUANTITATIVE	Substance
METHAMPHETAMINE QUANTITATIVE, SUBSTANCE	Substance
METHAMPHETAMINE, SUBSTANCE, QUALITATIVE	Substance
METHYLENEDIOXYMETHAMPHETAMINE, SUBSTANCE	Substance
PHENCYCLIDINE (PCP) SUBSTANCE QUANTITATIVE	Substance
PSEUDOEPHEDRINE HCL QUANTITATIVE, SUBSTANCE	Substance
SUBSTANCE IDENTIFICATION, QUALITATIVE	Substance
VIAL/SYRINGE QUANTITATIVE	Substance
VOLATILES QUANTITATIVE, SUBSTANCE	Substance
GAMMA HYDROXYBUTYRATE – MISC. SOURCE	Misc.
SPLIT FEE	
WITNESS FRESH BLOOD SPECIMEN	Blood
WITNESS FRESH HAIR SPECIMEN	Hair
WITNESS FRESH URINE SPECIMEN	Urine
PHLEBOTOMIST BLOOD DRAW	Blood
EXPERT CASE REVIEW - CONSULTATION	
EXPERT WITNESS TESTIMONY – IN PERSON	
EXPERT WITNESS TESTIMONY, TELEPHONIC (BY PHONE)	
MILEAGE REIMBURSEMENT (TRAVEL FOR EXPERT WITNESS TESTIMONY – IN PERSON)	
LITIGATION (DATA) PACK PREPARATION	
TOXICOLOGIST - DOCUMENT REVIEW	
TOXICOLOGIST – REWEIGH VERIFICATION	
NO FRESH SAMPLE PICKUP CHARGE - MINIMUM HANDLING FEE	
NO SPLIT SAMPLE PICKUP CHARGE - MINIMUM HANDLING FEE	
RUSH HANDLING FEE - WRITTEN TEST RESULTS	
SPECIAL EVIDENCE HANDLING FEES - PHOTOS	

**REQUIRED TESTS / SERVICES**

<b>COMMODITY / SERVICES DESCRIPTION</b>	<b>UNIT</b>
MISCELLANEOUS TESTING:	
QUANTITATIVE ANALYSIS FEE - BLOOD	Blood
QUANTITATIVE ANALYSIS FEE - URINE	Urine
ABO TYPING ON EVIDENCE SAMPLE	Blood
SEROLOGY COMPARATIVE BLOOD TYPING* - BLOOD (includes witnessed blood draw, comparative ABO and GM/KM typing)	Blood
COMPARATIVE URINE TYPING* - URINE (includes witnessed blood draw, comparative ABO and GM/KM typing)	Urine
* Discontinued Test	

## **EXHIBIT B**

### **PRICING SHEET**



## PRICING SHEET

**PACIFIC TOXICOLOGY LABORATORIES dba  
FORENSIC TOXICOLOGY ASSOCIATES (FTA)**

**REQUIRED TESTS/SERVICES COSTS**

**Forensic Toxicology Services Rate:**

The Contractor shall be paid for the required tests/services as described in the Statement of Work (SOW), Exhibit A, of the Contract and in accordance with the rates set forth herein. The Contractor shall be paid a no-pickup sample handling charge when the Contractor representative is unable to obtain a fresh sample from the defendant or unable to obtain a split sample from the arresting authority and in accordance with the rates set forth herein. The Contractor shall be paid a rush handling fee for written test results which the defense counsel requests within one (1) business day on a "rush" basis and in accordance with the rates set forth herein. Expert Witness Testimony refers to actual Courtroom testimony, time waiting in the Courthouse to be called, and travel time. Mileage is reimbursed for trips necessary for the Contractor's representative to attend scheduled court hearings to give testimony, as required by defense counsel. Expert Testimony - Telephonic refers to testimony over the telephone, which is usually associated with DMV hearings. It should be noted that this type of service only rarely involves the Office of the Public Defender and Office of the Alternate Public Defender.

**REQUIRED TESTS/SERVICES COSTS**

COMMODITY / SERVICES DESCRIPTION	UNIT	PRICE
ACETONE, QUANTITATIVE	Blood	\$126.37
ALPRAZOLAM	Blood	\$192.50
AMPHETAMINES QUANTITATIVE, BLOOD	Blood	\$192.50
AMPHETAMINES SCREEN, BLOOD	Blood	\$137.50
ANTIDEPRESSANT SCREEN, BLOOD	Blood	\$192.50
BARBITURATES SCREEN	Blood	\$154.00
BACTERIAL CULTURE AND IDENTIFICATION	Blood	\$169.36
BENZODIAZEPINES SCREEN	Blood	\$154.00
BENZODIAZEPINES QUANTITATIVE AND CONFIRM	Blood	\$214.50
BLOOD ALCOHOL	Blood	\$137.50
BLOOD DRUG SCREEN, 10 PANEL (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Opiates, Phencyclidine (PCP), Marijuana (THC) metabolite, Propoxyphene, Alcohol)	Blood	\$412.50
BLOOD DRUG SCREEN, 4 PANEL (Amphetamines, Cocaine, Opiates, PCP)	Blood	\$305.29
BLOOD DRUG SCREEN, 5 PANEL (Amphetamines, Cocaine, Opiates, PCP, THC)	Blood	\$335.50
BLOOD DRUG SCREEN, 8 PANEL (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Opiates, PCP, THC)	Blood	\$385.00
BLOOD OPIATES, 6 PANEL (Amphetamines, Cocaine, Methadone, Opiates, PCP, THC), QUANTITATIVE	Blood	\$206.29
BUPROPION, BLOOD	Blood	\$192.50

## PRICING SHEET

**PACIFIC TOXICOLOGY LABORATORIES dba  
FORENSIC TOXICOLOGY ASSOCIATES (FTA)**

**REQUIRED TESTS/SERVICES COSTS**

<b>COMMODITY / SERVICES DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE</b>
BUTALBITAL, BLOOD	Blood	\$192.50
CANNABINOIDS (MARIJUANA) SCREEN, BLOOD	Blood	\$137.50
CANNABINOIDS PANEL, BLOOD	Blood	\$247.50
CARISOPRODOL (SOMA) QUANTITATIVE	Blood	\$192.50
CHLORDIAZEPOXIDE (LIBRIUM)	Blood	\$192.50
CHLORPROMAZINE (COMPAZINE)	Blood	\$192.50
CITALOPRAM, BLOOD	Blood	\$192.50
CLONAZEPAM QUANTITATIVE	Blood	\$192.50
CLOZAPINE, BLOOD	Blood	\$192.50
COCAINE AND BENZOYLECGONINE, BLOOD	Blood	\$209.00
COCAINE SCREEN, QUALITATIVE, BLOOD	Blood	\$154.00
CODEINE AND MORPHINE, BLOOD	Blood	\$192.50
CYCLOBENZAPRINE, QUANTITATIVE	Blood	\$192.50
DEPRESSANT DRUG SCREEN, BLOOD	Blood	\$302.50
DIAZEPAM QUANTITATIVE	Blood	\$192.50
DIAZEPAM, QUALITATIVE, BLOOD	Blood	\$116.58
DIPHENHYDRAMINE	Blood	\$192.50
DNA COMPARATIVE ANALYSIS	Blood	\$1,300.00
DNA ANALYSIS MIX 2, 2 SPECIMENS	Blood/Misc	\$2,640.00
DRUG SCREEN, STIMULANTS, BLOOD	Blood	\$305.29
DRUG SCREEN, BLOOD, DATE RAPE DRUG PANEL (Gammahydroxybutyric Acid (GHB), Flunitrazepam, Methylenedioxymethamphetamine (MDMA), PCP, Ketamine)	Blood	\$413.09
ESCITALOPRAM	Blood	\$192.50
EVIDENCE BLOOD TYPING	Blood	\$324.50
FENTANYL, WHOLE BLOOD	Blood	\$192.50
FLUNITRAZEPAM, QUANTITATIVE	Blood	\$192.50
FLUOXETINE (PROZAC)	Blood	\$192.50
FLUPHENAZINE, BLOOD	Blood	\$192.50
FLURAZEPAM, BLOOD	Blood	\$192.50
FRESH BLOOD TYPING	Blood	\$324.50
GABAPENTIN, QUANTITATIVE	Blood	\$192.50
GAMMAHYDROXYBUTYRIC ACID (GHB) AND GAMMABUTYROLACTONE (GBL), BLOOD, QUANTITATIVE	Blood	\$285.10

## PRICING SHEET

PACIFIC TOXICOLOGY LABORATORIES dba  
FORENSIC TOXICOLOGY ASSOCIATES (FTA)

## REQUIRED TESTS/SERVICES COSTS

COMMODITY / SERVICES DESCRIPTION	UNIT	PRICE
GAMMAHYDROXBUTYRIC ACID (GHB), BLOOD	Blood	\$206.29
GLUCOSE, BLOOD	Blood	\$93.50
HYDROCARBON AND OXYGENATED VOLATILES, BLOOD	Blood	\$192.50
HYDROCODONE, BLOOD, QUALITATIVE	Blood	\$154.00
HYDROCODONE, BLOOD, QUANTITATIVE	Blood	\$192.50
IBUPROFEN, BLOOD	Blood	\$192.50
IMIPRAMINE, BLOOD	Blood	\$192.50
ISOPROPANOL, BLOOD	Blood	\$110.00
KETAMINE, QUANTITATIVE	Blood	\$192.50
LAMOTRIGINE, BLOOD	Blood	\$192.50
LIDOCAINE	Blood	\$192.50
LORAZEPAM	Blood	\$192.50
METHYLENEDIOXYMETHAMPHETAMINE (MDMA)/METHYLENEDIOXYAMPHETAMINE (MDA), QUANTITATIVE, BLOOD	Blood	\$192.50
METHADONE QUANTITATION, BLOOD	Blood	\$192.50
METHAMPHETAMINE QUANTITATIVE, BLOOD	Blood	\$192.50
METHAMPHETAMINE SCREEN, BLOOD	Blood	\$154.00
METHAQUALONE QUANTITATION, BLOOD	Blood	\$ 55.00
METHYLPHENIDATE AND METABOLITE, BLOOD	Blood	\$192.50
MIDAZOLAM, BLOOD	Blood	\$192.50
OPIATES SCREEN, BLOOD	Blood	\$154.00
OXAZEPAM, BLOOD	Blood	\$192.50
OXYCODONE, BLOOD	Blood	\$192.50
PAROXETINE QUANTITATION	Blood	\$192.50
PHENCYCLIDINE (PCP), BLOOD, QUANTITATIVE	Blood	\$192.50
PHENOBARBITAL, BLOOD	Blood	\$192.50
PHENYTOIN, TOTAL	Blood	\$137.50
PROMETHAZINE, BLOOD	Blood	\$192.50
PROPOXYPHENE, BLOOD, QUANTITATIVE	Blood	\$192.50
PROPRANOLOL	Blood	\$192.50
QUETIAPINE (SEROQUEL) QUANTITATIVE	Blood	\$192.50
SERTRALINE QUANTITATION	Blood	\$192.50
SODIUM FLUORIDE, BLOOD	Blood	\$54.30
SODIUM, BLOOD	Blood	\$88.00
TEMAZEPAM QUANTITATIVE	Blood	\$206.29
TOPIRAMATE, BLOOD	Blood	\$192.50

## PRICING SHEET

**PACIFIC TOXICOLOGY LABORATORIES dba  
FORENSIC TOXICOLOGY ASSOCIATES (FTA)**

**REQUIRED TESTS/SERVICES COSTS**

<b>COMMODITY / SERVICES DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE</b>
TRAMADOL AND METABOLITE, BLOOD	Blood	\$334.40
TRAMADOL SCREEN, BLOOD	Blood	\$154.00
TRAZODONE QUANTITATIVE	Blood	\$192.50
VALPROIC ACID	Blood	\$192.50
VENLAFAXINE (EFFEXOR) QUANTITATIVE	Blood	\$192.50
VICODINE (ACETAMINOPHEN AND HYDROCODONE), BLOOD, QUANTITATIVE	Blood	\$247.50
VOLATILES SCREEN AND QUANTITATIVE, BLOOD	Blood	\$110.00
ZOLPIDEM, QUANTITATIVE	Blood	\$192.50
ALPHA-HYDROXY ALPRAZOLAM, URINE, QUANTITATIVE	Urine	\$192.50
ALPRAZOLAM AND METABOLITE, URINE	Urine	\$192.50
AMITRIPTYLINE, URINE	Urine	\$192.50
AMPHETAMINE, QUALITATIVE, URINE	Urine	\$115.50
AMPHETAMINE, QUANTITATIVE, URINE	Urine	\$192.50
BACLOFEN, URINE	Urine	\$198.00
BARBITURATES SCREEN, URINE	Urine	\$103.90
BARBITURATES, QUANTITATIVE, URINE	Urine	\$192.50
BENZODIAZEPINES QUANTITATIVE, URINE	Urine	\$192.50
BENZODIAZEPINES SCREEN, URINE	Urine	\$110.20
BUPROPION, URINE	Urine	\$206.29
BURPRENORPHINE, URINE	Urine	\$247.50
CANNABINOIDS (MARIJUANA) SCREEN, URINE	Urine	\$121.00
CARISOPRODOL QUANTITATIVE, URINE	Urine	\$192.50
CHLORAL HYDRATE, URINE	Urine	\$192.50
CITALOPRAM, URINE	Urine	\$192.50
CLONAZEPAM, URINE AS 7-AMINOCLONAZ	Urine	\$137.50
COCAINE AND METABOLITE, URINE	Urine	\$247.50
COCAINE SCREEN, QUALITATIVE, URINE	Urine	\$115.50
COMPREHENSIVE DRUG SCREEN	Urine	\$264.00
CYCLOBENZAPRINE, URINE	Urine	\$192.50
D,L-METHAMPHETAMINE ISOMERS, URINE	Urine	\$206.29
DEPRESSANT DRUG SCREEN, URINE	Urine	\$170.50
DEXTROMETHORPHAN, URINE	Urine	\$192.50
DIAZEPAM, QUALITATIVE, URINE	Urine	\$148.79
DIAZEPAM, QUANTITATIVE, URINE	Urine	\$192.50
DIPHENHYDRAMINE, URINE	Urine	\$192.50

## PRICING SHEET

**PACIFIC TOXICOLOGY LABORATORIES dba  
FORENSIC TOXICOLOGY ASSOCIATES (FTA)**

**REQUIRED TESTS/SERVICES COSTS**

<b>COMMODITY / SERVICES DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE</b>
DRUG SCREEN, DATE RAPE DRUG PANEL	Urine	\$413.00
DRUG SCREEN, STIMULANTS, URINE	Urine	\$185.88
EPHEDRINE, URINE, QUALITATIVE	Urine	\$94.49
EPHEDRINE, URINE, QUANTITATIVE	Urine	\$148.79
ESCITALOPRAM, URINE	Urine	\$192.50
EVIDENCE URINE TYPING	Urine	\$350.00
FLUNITRAZEPAM, QUANTITATIVE	Urine	\$206.29
FLUOXETINE (PROZAC), URINE	Urine	\$247.50
GABAPENTIN, URINE	Urine	\$192.50
GABAHYDROXYBUTYRIC (GHB) ACID AND GAMMABUTYROLACTONE (GBL), URINE, QUANTITATIVE	Urine	\$285.10
GABAHYDROXYBUTYRIC (GHB), URINE, QUANTITATIVE	Urine	\$206.29
GLUCOSE, QUALITATIVE, URINE	Urine	\$66.00
HEROIN, URINE, AS 6-ACETYLMORPHINE	Urine	\$192.50
HYDROCODONE QUANTITATIVE, URINE	Urine	\$192.50
HYDROXYZINE, URINE	Urine	\$192.50
LORAZEPAM, URINE, QUANTITATIVE	Urine	\$206.29
MAPROTILINE, URINE	Urine	\$192.50
MARIJUANA (THC) METABOLITE, URINE	Urine	\$192.50
METHADONE SCREEN, URINE	Urine	\$115.50
METHAQUALONE SCREEN, URINE	Urine	\$115.50
METHAQUALONE, URINE, QUANTITATIVE	Urine	\$192.50
METHYLPHENIDATE AND METABOLITE, URINE	Urine	\$192.50
MIDAZOLAM, URINE	Urine	\$192.50
OPIATES QUANTITATION, 6 PANEL (Codeine, Morphine, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone)	Urine	\$247.50
OPIATES SCREEN, URINE	Urine	\$115.50
OXYCODONE, URINE	Urine	\$192.50
PHENCYCLIDINE (PCP) SCREEN, URINE	Urine	\$115.50
PHENCYCLIDINE, QUANTITATIVE, URINE	Urine	\$192.50
PHENOBARBITAL, URINE	Urine	\$192.50
PHENOL, URINE	Urine	\$192.50
PROPOXYPHENE, URINE	Urine	\$192.50
SERTRALINE, URINE, QUANTITATIVE	Urine	\$192.50
SODIUM FLUORIDE, URINE	Urine	\$54.30
TRAMADOL AND METABOLITE, URINE	Urine	\$302.50

## PRICING SHEET

**PACIFIC TOXICOLOGY LABORATORIES dba  
FORENSIC TOXICOLOGY ASSOCIATES (FTA)**

**REQUIRED TESTS/SERVICES COSTS**

<b>COMMODITY / SERVICES DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE</b>
TRICYCLIC SCREEN, URINE	Urine	\$154.00
URINE ALCOHOL	Urine	\$137.50
URINE DRUG SCREEN 11 DRUG (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Methaqualone, Opiates, PCP, THC, Propoxyphene, Ethanol)	Urine	\$209.00
URINE DRUG SCREEN, 6 DRUG (Amphetamines, Barbiturates, Cocaine, Methadone, Opiates, PCP)	Urine	\$137.50
URINE DRUG SCREEN, 7 DRUG (Amphetamines, Barbiturates, Cocaine, Methadone, Opiates, PCP, THC)	Urine	\$170.50
URINE METHADONE, QUANTITATIVE, URINE	Urine	\$165.00
URINE OPIATES, QUANTITATIVE	Urine	\$192.50
VICODIN (ACETAMINOPEN, HYDROCODONE), QUANTITATION, URINE	Urine	\$247.50
ZOLPIDEM, URINE, QUANTITATIVE	Urine	\$206.29
DRUG SCREEN, HAIR, 10 PANEL - NO COLLECTION (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Methaqualone, Opiates, PCP, THC, Propoxyphene)	Hair	\$357.50
DRUG SCREEN, HAIR, 12 PANEL - NO COLLECTION (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Methaqualone, Propoxyphene, Opiates, Oxycodone, PCP, THC, Fentanyl)	Hair	\$383.90
DRUG SCREEN, HAIR, 5 PANEL, OPI6 - WITH COLLECTION (Amphetamines, Cocaine, Opiates (Codeine, Morphine, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone), PCP, THC)	Hair	\$225.50
DRUG SCREEN, HAIR, 5 PANEL- WITH COLLECTION (Amphetamines, Cocaine, Opiates, PCP, THC)	Hair	\$165.00
DRUG SCREEN, HAIR, 5 PANEL - NO COLLECTION (Amphetamines, Cocaine, Opiates, PCP, THC)	Hair	\$154.00
IMIPRAMINE, GASTRIC	Gastric	\$192.50
ALPRAZOLAM, SUBSTANCE QUANTITATIVE	Substance	\$192.50
CANNABINOIDS SUBSTANCE ANALYSIS, QUALITATIVE	Substance	\$165.00
CANNABINOIDS SUBSTANCE ANALYSIS, QUANTITATIVE	Substance	\$192.50
COCAINE AND COCAINE HYDROCHLORIDE (HCL) SUBSTANCE, QUALITATIVE	Substance	\$165.00
COCAINE AND HCL SUBSTANCE ANALYSIS QUALITATIVE	Substance	\$154.00
COCAINE HCL SUBSTANCE ANALYSIS, QUALITATIVE	Substance	\$154.00
COCAINE HCL SUBSTANCE ANALYSIS, QUANTITATIVE	Substance	\$192.50
COCAINE SUBSTANCE ANALYSIS, QUALITATIVE	Substance	\$140.00

## PRICING SHEET

**PACIFIC TOXICOLOGY LABORATORIES dba  
FORENSIC TOXICOLOGY ASSOCIATES (FTA)**

## REQUIRED TESTS/SERVICES COSTS

COMMODITY / SERVICES DESCRIPTION	UNIT	PRICE
DL-METHAMPHETAMINE, SUBSTANCE, QUANTITATIVE	Substance	\$192.50
HEROIN, SUBSTANCE, QUALITATIVE	Substance	\$137.50
HEROIN, SUBSTANCE, QUANTITATIVE	Substance	\$165.00
ISOPROPANOL, SUBSTANCE	Substance	\$110.00
KETAMINE, SUBSTANCE, QUANTITATIVE	Substance	\$192.50
METHAMPHETAMINE QUANTITATIVE, SUBSTANCE	Substance	\$192.50
METHAMPHETAMINE, SUBSTANCE, QUALITATIVE	Substance	\$154.00
METHYLENEDIOXYMETHAMPHETAMINE, SUBSTANCE	Substance	\$194.90
PHENCYCLIDINE (PCP) SUBSTANCE QUANTITATIVE	Substance	\$192.50
PSEUDOEPHEDRINE HCL QUANTITATIVE, SUBSTANCE	Substance	\$192.50
SUBSTANCE IDENTIFICATION, QUALITATIVE	Substance	\$160.00
VIAL/SYRINGE QUANTITATIVE	Substance	\$275.00
VOLATILES QUANTITATIVE, SUBSTANCE	Substance	\$192.00
GAMMA HYDROXYBUTYRATE – MISC. SOURCE	Misc.	\$192.50
SPLIT FEE		\$31.49
WITNESS FRESH BLOOD SPECIMEN	Blood	\$55.00
WITNESS FRESH HAIR SPECIMEN	Hair	\$55.00
WITNESS FRESH URINE SPECIMEN	Urine	\$93.50
PHLEBOTOMIST BLOOD DRAW	Blood	\$65.55
EXPERT CASE REVIEW - CONSULTATION		\$195.00 Rate Per Hour
EXPERT WITNESS TESTIMONY – IN PERSON		\$195.00 Rate Per Hour
EXPERT WITNESS TESTIMONY, TELEPHONIC (BY PHONE)		\$195.00 Rate Per Hour
MILEAGE REIMBURSEMENT (TRAVEL FOR EXPERT WITNESS TESTIMONY – IN PERSON)		\$0.55 Rate Per Mile
LITIGATION (DATA) PACK PREPARATION		\$195.00
TOXICOLOGIST - DOCUMENT REVIEW		\$195.00 Rate Per Hour
TOXICOLOGIST – REWEIGH VERIFICATION		\$195.00 Rate Per Hour
NO FRESH SAMPLE PICKUP CHARGE - MINIMUM HANDLING FEE		\$54.00
NO SPLIT SAMPLE PICKUP CHARGE - MINIMUM HANDLING FEE		\$54.00
RUSH HANDLING FEE - WRITTEN TEST RESULTS		\$50.00
SPECIAL EVIDENCE HANDLING FEES - PHOTOS		\$85.00

## PRICING SHEET

PACIFIC TOXICOLOGY LABORATORIES dba  
FORENSIC TOXICOLOGY ASSOCIATES (FTA)

## REQUIRED TESTS/SERVICES COSTS

COMMODITY / SERVICES DESCRIPTION	UNIT	PRICE
MISCELLANEOUS TESTING:		
QUANTITATIVE ANALYSIS FEE - BLOOD	Blood	\$55.00
QUANTITATIVE ANALYSIS FEE - URINE	Urine	\$55.00
ABO TYPING ON EVIDENCE SAMPLE	Blood	\$295.00
SEROLOGY COMPARATIVE BLOOD TYPING - BLOOD (includes witnessed blood draw, comparative ABO and GM/KM typing)	Blood	--Discontinued Test--
COMPARATIVE URINE TYPING - URINE (includes witnessed blood draw, comparative ABO and GM/KM typing)	Urine	--Discontinued Test--

**Services Excluded from Above Quotations**

The Contractor shall list below any services specified by the County in Exhibit B, Statement of Work, of this Contract, which are not listed in the rates set forth herein and the cost for such services.

None

---



---



---

**Other Costs/Fees**

The Contractor shall fully describe any other costs/fees for additional or supplemental forensic toxicology services (e.g. new technology, analytical techniques, methods of testing) associated with the performance of this Contract which are not listed in the rates set forth herein.

None

---



---



---

**Limiting Conditions**

The Contractor shall describe in detail below any limiting conditions to the rates set forth herein.

None

---



---



---



## **EXHIBIT C**

(Intentionally Omitted)

## EXHIBIT D

### CONTRACTOR'S EEO CERTIFICATION

**PROPOSER'S EEO CERTIFICATION**

Forensic Toxicology Associates  
Company Name


9348 De Soto Ave. Chatsworth, CA 91311  
Address

95-3926170  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	( )

  
Signature

5/13/13  
Date

Jeff Lanzolatta / CEO  
Name and Title of Signer (please print)

**EXHIBIT E**

**COUNTY'S ADMINISTRATION**

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROGRAM DIRECTOR:**

Name: Sheila Williams  
Title: Manager, CEO  
Address: County of Los Angeles Chief Executive Office  
500 W. Temple St., Rm. 750  
L.A., CA 90012  
Telephone: (213) 974-1155  
E-Mail Address: swilliams@ceo.lacounty.gov

**COUNTY PROGRAM MANAGER:**

Name: Dennis Conte  
Title: Senior Analyst, CEO  
Address: County of Los Angeles Chief Executive Office  
500 W. Temple St., Rm. 750  
L.A., CA 90012  
Telephone: (213) 893-9738  
E-Mail Address: dconte@ceo.lacounty.gov

## **EXHIBIT F**

### **CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Pacific Toxicology Laboratories dba Forensic Toxicology Associates (FTA)**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR PROJECT MANAGER:**

Name: Mike Henson  
Title: Chief Technical Officer  
Address: 9348 De Soto Ave. Chatsworth, CA 91311  
  
Telephone: 818-678-4404  
Facsimile: 818-882-0259  
E-Mail Address: mhenson@pactox.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Jeff Lanzolatta  
Title: Chief Executive Officer  
Address: 9348 De Soto Ave. Chatsworth, CA 91311  
  
Telephone: 818-678-4405 Facsimile: 818-882-0259  
E-Mail Address: jlanzolatta@sbcglobal.net

Name: Neil Patel  
Title: Chief Financial Officer  
Address: 9348 De Soto Ave. Chatsworth, CA 91311  
  
Telephone: 818-678-4460 Facsimile: 818-882-0259  
E-Mail Address: npatel@pactox.com

**Notices to Contractor shall be sent to the following:**

Name: Jeff Lanzolatta  
Title: Chief Executive Officer  
Address: 9348 De Soto Ave. Chatsworth, CA 91311  
  
Telephone: 818-678-4405 Facsimile: 818-882-0259  
E-Mail Address: jlanzolatta@sbcglobal.net

## **FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

**EXHIBIT G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT**

**EXHIBIT G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT**



**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## **EXHIBIT H**

### **JURY SERVICE ORDINANCE**

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **EXHIBIT I**

### **SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered





In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

### California's Safely Surrendered Baby Law

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

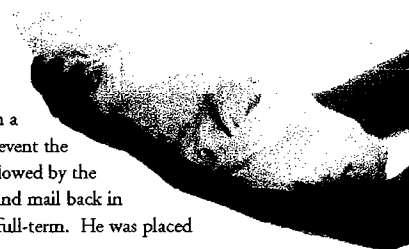
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

En el Condado de Los Angeles

9723

118

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro del Condado de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, sin decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres meses de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al bebé al personal del hospital o al personal del condado sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

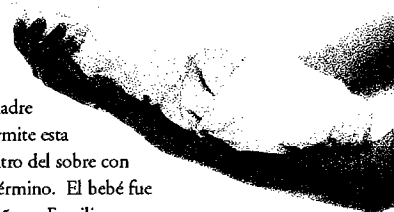
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



# **EXHIBIT J**

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in

reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. §

160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

**2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its



business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. **REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as

whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or

notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

**6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days

of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

**10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

**11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.



13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

**14. INDEMNIFICATION**

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in

guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the

terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate

or satisfactory to meet the business needs or legal obligations of Business Associate.

- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.